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Morrison & Foerster LLP
Palo Alto



UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office

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OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

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RECEIVED

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 03/19/2001

REEL/FRAME: 011643/0140
NUMBER OF PAGES: 26

BRIEF: TO CORRECT OF EXECUTION DATE OF ASSIGNMENT FROM CONVEYING PARTIES TO RECEIVING PARTY ON REEL/FRAME 011151/0320.

ASSIGNOR:

MATHER, JENNIE P.

DOC DATE: 01/04/1999

ASSIGNOR:

BALD, LAURA N.

DOC DATE: 01/04/1999

ASSIGNOR:

ROBERTS, PENELOPE E.

DOC DATE: 01/04/1999

ASSIGNOR:

STEPHEN, JEAN-PHILIPPE

DOC DATE: 01/12/1999

ASSIGNEE:

GENENTECH, INC.
1 DNA WAY
SOUTH SAN FRANCISCO, CALIFORNIA

94080-4990

011643/0140 PAGE 2

SERIAL NUMBER: 09218539
PATENT NUMBER:

FILING DATE: 12/22/1998
ISSUE DATE:

SHAREILL COLES, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

Please type a plus sign (+) inside this box → ☐

PTO/SB/21 (08-00)

Approved for use through 10/31/02. OMB 0651-0031

U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

TRANSMITTAL FORM

(to be used for all correspondence after initial filing)

Application Number	09/218,539
Filing Date	December 22, 1998
First Named Inventor	Jennle P. MATHER
Group Art Unit	1844
Examiner Name	G. Ewoldt
Attorney Docket No.	415072000100

Total Number Of Pages In This Submission

44

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ENCLOSURES (check all that apply)

- | | | |
|--|--|---|
| <input type="checkbox"/> Fee Transmittal Form | <input type="checkbox"/> Assignment Papers
(for an Application) | <input type="checkbox"/> After Allowance Communication to Group |
| <input type="checkbox"/> Fee Attached | <input type="checkbox"/> Drawing(s) | <input type="checkbox"/> Appeal Communication to Board of Appeals and Interferences |
| <input type="checkbox"/> Amendment / Reply | <input type="checkbox"/> Licensing-related Papers | <input type="checkbox"/> Appeal Communication to Group
(Appeal Notice, Brief, Reply Brief) |
| <input type="checkbox"/> After Final | <input type="checkbox"/> Petition | <input type="checkbox"/> Proprietary Information |
| <input type="checkbox"/> Affidavits/declarations | <input type="checkbox"/> Petition to Convert to a Provisional Application | <input type="checkbox"/> Status Letter |
| | <input type="checkbox"/> Power of Attorney, Revocation
Change of Correspondence Address | <input checked="" type="checkbox"/> Other Enclosure(s) (please identify below): |
| | | -Communication |
| | | -Assign. Rec. Cover Sheet w/copy of Assign.
from inventors to Genentech |
| | | -Declaration of Jean-Philippe Stephan |
| | | -Copy of Assign. from inventors to Genentech and corresponding Assign.
Cover Sheet submitted on 6/12/00 |
| | | -Copy of Assign. from Genentech to Raven Biotechnologies & corresponding Assign.
Cover Sheet submitted on 6/12/00 |
| | | -Copy of the Notice of Non-Recordation for the Assign. from inventors to Genentech dated 8/30/00 |
| | | -Copy of Notice of Recordation of Assign. from Genentech to Raven Biotechnologies. |
| | | -Copy of Applicant's transmittal for the response to the Notice of Non-Recordation submitted on 9/27/00 w/ copy of the 3.73(b) submitted with the Response. |
| <input type="checkbox"/> Extension of Time Request | <input type="checkbox"/> Terminal Disclaimer | |

SIGNATURE OF APPLICANT, ATTORNEY OR AGENT

Firm or Individual Name	Morrison & Foerster LLP, 755 Page Mill Road, Palo Alto, CA 94304
Signature	Terri Shieh-Newton, Reg. No. 47,081
Date	March 15, 2001

CERTIFICATE OF MAILING BY "FIRST CLASS MAIL"

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Assistant Commissioner for Patents, Washington, D.C. 20231, on March 15, 2001.

Jinny Nguyen

Burden Hours Statement: This form is estimated to take 0.2 hours to complete. Time will vary depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Assistant Commissioner for Patents, Box Patent Application, Washington, DC 20231.

CERTIFICATE OF MAILING BY "FIRST CLASS MAIL"

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to:
Assistant Commissioner for Patents, Washington, D.C. 20231, on March 15, 2001.


Jinny Nguyen

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In the application of:

Jennie P. MATHER et al.

Serial No.: 09/218,539

Filing Date: December 22, 1998

For: COMPOSITIONS AND METHODS FOR
GENERATING MONOCLONAL
ANTIBODIES REPRESENTATIVE OF
A SPECIFIC CELL TYPE

Examiner: G. Ewoldt

Group Art Unit: 1644

COMMUNICATION

U.S. Patent and Trademark Office
Assignment Division, Box Assignments CG-4
1213 Jefferson Davis Hwy, Suite 320
Washington, D.C. 20231

Dear Sir:

This communication will clarify attached documentation to record an assignment document for the referenced patent application.

Enclosed for the convenience of the Office are the following documents:

- 1) Assignment Recordation Cover Sheet with a copy of Assignment from inventors to Genentech.
- 2) A Declaration of Jean-Philippe Stephan.
- 3) A copy of an Assignment from inventors to Genentech and corresponding Assignment Cover Sheet submitted on 6/12/00.
- 4) A copy of an Assignment from Genentech to Raven Biotechnologies and corresponding Assignment Cover Sheet submitted on 6/12/00.
- 5) A copy of the Notice of Non-Recordation for the Assignment from inventors to Genentech dated August 30, 2000.
- 6) A copy of the Notice of Recordation of Assignment from Genentech to Raven Biotechnologies.
- 7) A copy of Applicant's transmittal for the Response to the Notice of Non-Recordation submitted on September 27, 2000 with a copy of the certificate of 3.73(b) submitted with the Response.

REMARKS

Two Assignments were filed with the United States Patent and Trademark Office on June 12, 2000: 1) an Assignment from inventors to Genentech and 2) an Assignment from Genentech to Raven Biotechnologies. A Notice of Non-Recordation of Document was received from the USPTO dated August 30, 2000, regarding the assignment from the inventors to Genentech, Inc. Subsequently a response to the Notice of Non-Recordation was mailed on September 27, 2000. In addition, an error in the Assignment from inventors to Genentech was discovered after the September 27, 2000 submission. Hence, enclosed is the corrected Assignment, with Recordation Form Cover Sheet, indicating the correct date of execution by inventor Jean-Philippe Stephan and a Declaration by same inventor.

The correct assignment recordation should reflect a chain of assignments. First, Applicants' assignment to Genentech on January 4, 1999 and January 12, 1999. Second, Genentech's assignment to Raven Biotechnologies on March 1, 1999.

Applicant's respectfully request the Assignment document be recorded to reflect the correct execution dates.

In the unlikely event that the transmittal letter is separated from this document and the Patent Office determines that an extension and/or other relief is required, applicant petitions for any required relief including extensions of time and authorizes the Assistant Commissioner to charge the cost of such petitions and/or other fees due in connection with the filing of this document to **Deposit Account No. 03-1952** referencing docket no. 415072000100. However, the Assistant Commissioner is not authorized to charge the cost of the issue fee to the Deposit Account.

Respectfully submitted,

Dated: March 13, 2001

By: 

Terri M. Shieh-Newton
Registration No. 47,081

Morrison & Foerster LLP
755 Page Mill Road
Palo Alto, California 94304-1018
Telephone: (650) 813-5649
Facsimile: (650) 494-0792

EET

Patent and Trademark Office
Docket No. 415072000100

04-05-2001



101669429

To the Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Jennie P. MATHER, Laura N. BALD, Penelope E. ROBERTS and
Jean-Philippe STEPHEN

- ☒ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State ☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

2. Name and address of receiving party(ies):

Name: Genentech, Inc.
Street Address: 1 DNA Way
City: South San Francisco, State: CA ZIP: 94080-4990

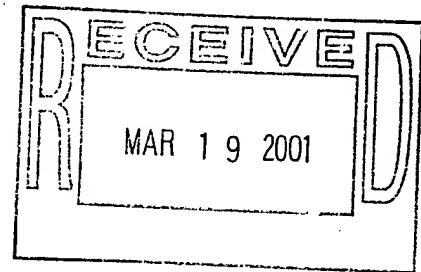
Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other: Nunc Pro Tunc - Correction of Execution Date of
 Assignment from conveying parties to receiving party on Reel/Frame
 011151/0320

Declaration of Jean-Philippe Stephan

Execution Date: January 4, 1999, January 4, 1999, January 4, 1999 and January 12, 1999



4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)
09/218,539, filed December 22, 1998
Additional numbers attached? ☐ Yes ☒ No

B. Patent No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:

Terri M. Shieh-Newton
Morrison & Foerster LLP
755 Page Mill Road
Palo Alto, California 94304-1018

6. Total number of applications and patents involved: 1

7. Total fee (37 C.F.R. § 3.41): \$40.00

- ☐ Enclosed
☒ Authorized to be charged to deposit account, referencing
 Attorney Docket 415072000100

8. Deposit account number: 03-1952

The Commissioner is hereby authorized to charge any fees under 37 C.F.R. § 1.21 that may be required by this paper, or to credit any overpayment to Deposit Account No. 03-1952.

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Name: Terri M. Shieh-Newton
Registration No: 47,081

Signature

Date

Total number of pages comprising cover sheet, attachments and document: 5

04/04/2001 AAHMED1 00000293 031952 09218539

01 FC:581 40.00 CH

Mail documents to be recorded with required cover sheet information to:

U.S. Patent and Trademark Office
Office of Public Records
Box Assignments
Crystal Gateway 4, Room 335
Washington, D.C. 20231

Docket No. P1727

ASSIGNMENT

WHEREAS, Laura N. Bald, a citizen of United States, residing at 478 Senna Court, Sunnyvale, California 94086, and Jennie P. Mather, a citizen of United States, residing at 269 La Prenda Drive, Millbrae, California 94030, and Penelope E. Roberts, a citizen of United States, residing at 1501 Hillcrest Avenue, Millbrae, California 94030, and Jean-Philippe Stephan, a citizen of France, residing at 320 C Lansdale Avenue, Millbrae, California 94030 (hereinafter "ASSIGNORS"), have invented a new and useful invention in

**COMPOSITIONS AND METHODS FOR GENERATING MONOCLONAL ANTIBODIES
REPRESENTATIVE OF A SPECIFIC CELL TYPE**

for which an application Serial No. 09/_____ (Docket No. P1727) for Letters Patent has been filed by them on 22 December 1998; and

WHEREAS, GENENTECH, INC., a corporation organized and existing under and by virtue of the laws of the State of Delaware, having a place of business at 1 DNA Way, South San Francisco, California 94080, is desirous of acquiring an interest in and to said invention, and in and to the Letters Patents to be obtained therefor;

NOW, THEREFORE, be it known by all whom it may concern;

That for good and valuable consideration the receipt of which is hereby acknowledged, the said ASSIGNORS have and do hereby sell, assign, transfer and set over unto the said GENENTECH, INC., its successors and assigns, the full and exclusive right, title and interest including all rights under the Paris Convention for the Protection of Industrial Property, in and to said invention, and in and to any and all Letters Patents to be granted and issued therefor or any continuation, division, renewal, or substitute thereof, and as to Letters Patents any reissue or re-examination thereof, not only for, to, and in the United States of America, its territories and possessions, but for, to and in all other countries; and it has been and is hereby authorized and requested that the appropriate government agencies issue said Letters Patents to said GENENTECH, INC., in accordance with this Assignment.

Said ASSIGNORS covenant and agree to cooperate with GENENTECH, INC., to enable said GENENTECH, INC. to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said ASSIGNORS includes prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance, all to the extent deemed necessary or desirable by said GENENTECH, INC., (a) for perfecting the right, title and interest herein conveyed (b) for prosecuting any of said applications; (c) for filing and prosecuting applications for reissuance of any of said patents; (d) for interference or other priority proceedings involving said invention; and (e) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said ASSIGNORS in providing such cooperation shall be paid for by said GENENTECH, INC.

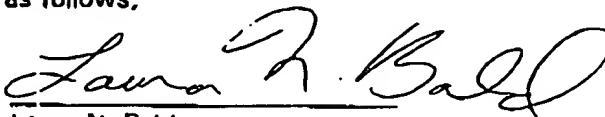
The terms and covenants of this assignment shall inure to the benefit of said GENENTECH, INC., its successors, assigns and other legal representatives, and shall be binding upon said ASSIGNORS, their respective heirs, legal representatives and assigns.

Said ASSIGNORS hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF we undersign as follows:


South San Francisco

Dated: 1/4/98



Laura N. Bald

South San Francisco

Dated: 1/4/99


Jennie P. Mather

South San Francisco

Dated: 1/4/98 


Penelope E. Roberts

South San Francisco

Dated: _____

Jean-Philippe Stephan

Said ASSIGNORS hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF we undersign as follows;

South San Francisco

Dated: _____

Laura N. Bald

South San Francisco

Dated: _____

Jennie P. Mather

South San Francisco

Dated: _____

Penelope E. Roberts

South San Francisco

Dated: 01/12/98



Jean-Philippe Stephan

CERTIFICATE OF MAILING BY "FIRST CLASS MAIL"

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to:
Assistant Commissioner for Patents, Washington, D.C. 20231, on March 15, 2001.


Jimmy Nguyen

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In the application of:

Jennie P. MATHER et al.

Serial No.: 09/218,539

Filing Date: December 22, 1998

For: COMPOSITIONS AND METHODS FOR
GENERATING MONOCLONAL
ANTIBODIES REPRESENTATIVE OF
A SPECIFIC CELL TYPE

Examiner: G. Ewoldt

Group Art Unit: 1644

DECLARATION OF JEAN-PHILIPPE STEPHAN

Assistant Commissioner for Patents
Washington, D.C. 20231

Dear Sir:

I, Jean-Philippe Stephan, declare as follows:

1. I am the person whose signature appears on the attached assignment document.
2. I executed an assignment document (attached) transferring my right of inventorship to Genentech, Inc. on January 12, 1999. I inadvertently dated the document January 12, 1998. The assignment document should correctly reflect the execution date of January 12, 1999.

I further declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

02/21/2001
Date



Jean-Philippe Stephan

07-13-2000

U.S. DEPARTMENT OF COMMERCE

RE



T

Patent and Trademark Office
Docket No. 415072000100

101402373

Page 1 of 2

To the Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Jennie P. MATHER, Laura N. BALD, Penelope E. ROBERTS and
Jean-Philippe F. STEPHEN

- ☒ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State ☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other:

Execution Date: March 29, 2000, March 30, 2000, March 30, 2000,
and May 1, 2000

2. Name and address of receiving party(ies):

Name: Genentech, Inc.
Street Address: 1 DNA Way
City: S. San Francisco State: CA ZIP: 94080-4990Additional name(s) & address(es) attached? ☒ Yes ☐ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

- A. Patent Application No.(s) B. Patent No.(s)
09/218,539, filed December 22, 1998
Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning
document should be mailed:Terri Shieh-Newton
Morrison & Foerster LLP
755 Page Mill Road
Palo Alto, California 94304-1018

6. Total number of applications and patents involved: 1

7. Total fee (37 C.F.R. § 3.41): \$40.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account, referencing
Attorney Docket 415072000100

8. Deposit account number: 03-1952

The Commissioner is hereby authorized to charge any fees under 37 C.F.R. § 1.21 that may be required by this paper, or to credit any overpayment to Deposit Account No. 03-1952.

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Name: Terri Shieh-Newton
Registration No: P-47,081

Signature

Date

Total number of pages comprising cover sheet, attachments and document: 21

07/12/2000 ASCOTT 00000199 09218539

01 FC-581 10.00 OP

Mail documents to be recorded with required cover sheet information to:

U.S. Patent and Trademark Office
Office of Public Records
Box Assignments
Crystal Gateway 4, Room 335
Washington, D.C. 20231

pa-489633

ASSIGNMENT JOINT

THIS ASSIGNMENT, by Jennie P. Mather, Laura N. Bald, Penelope E. Roberts and Jean-Philippe F. Stephen (hereinafter referred to as the assignors), residing at 269 La Prenda Drive, Millbrae, CA, 94030; 278 Senna Court, Sunnyvale, CA, 94086; 269 La Prenda Drive, Millbrae, CA, 94030; and Townsquare, 320C Landsdale Avenue, Millbrae, CA, 94030, respectively, witnesseth:

WHEREAS, said assignors have invented certain new and useful improvements in COMPOSITIONS AND METHODS FOR GENERATING MONOCLONAL ANTIBODIES REPRESENTATIVE OF A SPECIFIC CELL TYPE, set forth in an application for Letters Patent of the United States, bearing Serial No. 09/218,539 and filed on December 22, 1998; and

WHEREAS, Genentech, Inc., a corporation duly organized under and pursuant to the laws of Delaware and having its principal place of business at 1 DNA Way, South San Francisco, California, 94080-4990 (hereinafter referred to as the assignee) is desirous of acquiring the entire right, title and interest in and to said inventions and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon:

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, said assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto said assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said assignee, for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignors, had this sale and assignment not been made.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said assignors are the sole and lawful owners of the entire right, title and interest in and to said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that said assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee, its successors, legal representatives and assigns, that said assignors will, whenever counsel of said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said assignee, its successors, legal representatives and assigns, but at the cost and expense of said assignee, its successors, legal representatives and assigns.

AND said assignors hereby request the Commissioner of Patents to issue said Letters Patent of the United States to said assignee as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use of said assignee, its successors, legal representatives and assigns.

<u>Mar 29, 2000</u>	<u>Jennie P. Mather</u>
Date	
<u>Mar 30, 2000</u>	<u>Laura N. Bald</u>
Date	
<u>3/30/2000</u>	<u>Penelope E. Roberts</u>
Date	
<u>5/01/2000</u>	<u>Jean-Philippe F. Stephen</u>
Date	

07-13-2000

1. DEPARTMENT OF COMMERCE

RE(



101402374

Patent and Trademark Office
Docket No. 415072000100

Page 2 of 2

To the Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Genentech, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State ☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies):

Name: Raven Biotechnologies, Inc.
Street Address: 305 Old County Road
City: San Carlos State: CA ZIP: 94070

Additional name(s) & address(es) attached? ☒ Yes ☐ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other:

Execution Date: March 1, 1999

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

09/218,539, filed December 22, 1998

Additional numbers attached? ☐ Yes ☒ No

B. Patent No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:

Terri Shieh-Newton
Morrison & Foerster LLP
755 Page Mill Road
Palo Alto, California 94304-1018

6. Total number of applications and patents involved: 1

7. Total fee (37 C.F.R. § 3.41): \$40.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account, referencing
Attorney Docket 415072000100

8. Deposit account number: 03-1952

The Commissioner is hereby authorized to charge any fees under 37 C.F.R. § 1.21 that may be required by this paper, or to credit any overpayment to Deposit Account No. 03-1952.

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Name: Terri Shieh-Newton
Registration No: P-47,081

Signature

Date

Total number of pages comprising cover sheet, attachments and document: 21

Mail documents to be recorded with required cover sheet information to:

U.S. Patent and Trademark Office
Office of Public Records
Box Assignments
Crystal Gateway 4, Room 335
Washington, D.C. 20231

pa-491607

41507 (25-00000)
COPY

AGREEMENT

1. The following cell lines were developed at Genentech, Inc. by Dr. Jennie P. Mather with members of her laboratory during her employment with Genentech, Inc., and are owned by Genentech, Inc.:

ROG, a rat granulosa cell line
ASC, and adult rat Schwann cell line
ESC, an embryonic rat Schwann cell line
BR516, a neonatal rat lung epithelial cell line
RL65, a rat lung epithelial cell line
NODD, an adult mouse pancreatic ductal cell line
BUD, a rat e18 pancreatic ductal epithelial cell line
RED, a rat e12 pancreatic ductal epithelial cell line
NEP, a rat neural epithelial precursor cell line

(collectively the "Cell Lines").

2. Samples of the Cell Lines will be deposited by Genentech with the American Type Culture Collection ("ATCC") pursuant to the ATCC's safe deposit service for cultures, for access by Genentech employees and Dr. Jennie P. Mather. Such deposit shall consist of not less than 3 vials of each of the Cell Lines, and shall designate Genentech and Dr. Mather as co-depositors, and shall provide for a maintenance period of 5 years. Notwithstanding anything to the contrary in this Agreement, once the Cell Lines have been deposited and the fee for the 5 year maintenance period (not to exceed \$5000 in total) has been paid to the ATCC by Genentech, Genentech shall have no further obligation to make additional deposits of the Cell Lines, or to replenish or maintain the Cell Lines at the ATCC, or to pay any additional fees to the ATCC; provided, however, that Genentech shall not withdraw more than one-half of the total sample of any Cell Line deposited under this paragraph 2.

3. In exchange for one dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, Genentech hereby grants to Dr. Mather an irrevocable, paid up, royalty-free, worldwide non-exclusive right and license to use and exploit the Cell Lines. Such right and license also shall extend to any third party with whom Dr. Mather may work or collaborate. The right and license granted to Dr. Mather (and to others with whom Dr. Mather may work or collaborate) under this paragraph 3 shall not include any right or license to sell or offer to sell any product, method, or process under any patent that is now or hereafter owned or controlled by Genentech.

4. Dr. Mather, who is the founder of Raven Biotechnologies, Inc., may transfer the right and license granted to her under paragraph 3 to Raven Biotechnologies and, if Dr. Mather transfers such right and license to Raven Biotechnologies, Raven Biotechnologies may transfer or assign such right and license to a successor to all or substantially all of its business or assets whether by sale, merger, operation of law or otherwise.


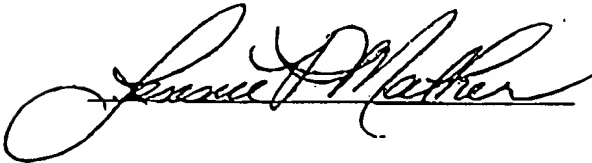
5. This Agreement constitutes the entire agreement and understanding between the parties with respect to the matters contained herein, and supercedes all previous agreements, understandings, or representations between the parties (including the addendum to the Separation and Release Agreement between the parties dated September 11, 1998 and the letter addressed "To whom it may concern" signed by Dr. Dennis J. Henner and dated October 30, 1998 concerning the Cell Lines).

6. This Agreement shall be effective as of the date of the last signature below.

Agreed:

DR. JENNIE P. MATHER

GENENTECH, INC.



Sean A. Johnston

Vice President, Intellectual Property

Date: March 1, 1999

Date: March 1, 1999

ASSIGNMENT

WHEREAS, GENENTECH, INC., a Delaware corporation having a place of business at 1 DNA Way, South San Francisco, California 94080-4990, is the assignee of the entire right, title and interest in, to and under the invention that is disclosed in the following patent application ("Patent Application"):

U.S. Patent Application Serial No. 09/218,539, filed December 22, 1998, for
"Compositions and Methods for Generating Monoclonal Antibodies
Representative of a Specific Cell Type";

and WHEREAS, RAVEN BIOTECHNOLOGIES, INC., a Delaware corporation having a place of business at 325 East Middlefield Road, Mountain View, California 94043, is desirous of obtaining the entire right, title and interest in, to and under said invention, and in, to and under all Letters Patent to be obtained therefor;

NOW, THEREFORE, be it known by all whom it may concern;

That for one dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, GENENTECH, INC. does hereby sell, assign, transfer and set over, unto RAVEN BIOTECHNOLOGIES, INC., its successors, legal representatives and assigns, the entire right, title and interest in, to and under said Patent Application, and in, to and under any and all Letters Patents to be granted and issued for said Patent Application or any continuation, division, renewal, or substitute thereof, and as to Letters Patents any reissue or re-examination thereof, not only for, in and to the United States of America, its territories and possessions, but for, in and to

all other countries; and GENENTECH, INC. does hereby authorize and request that the appropriate government agencies issue said Letters Patents to RAVEN BIOTECHNOLOGIES, INC., its successors, legal representatives and assigns, in accordance with the terms of this Assignment.

GENENTECH, INC. hereby covenants and agrees that it has the fully right to convey the right, title, and interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith.

GENENTECH, INC. hereby agrees to sign all lawful papers, make all rightful oaths, and take other reasonable actions necessary for RAVEN BIOTECHNOLOGIES, INC., its successors, legal representatives and assigns to perfect the right, title, and interest herein conveyed.

This Assignment is made and effective this 1st day of March, 1999.

GENENTECH, INC.

By: Sean Johnston

Print Name: Sean A. Johnston

Title: Vice President, Intellectual Property

LICENSE AGREEMENT

This License Agreement (the "Agreement") is entered into and effective as of the 1st day of March, 1999 (the "Effective Date"), by and between Raven Biotechnologies, Inc., a Delaware corporation with its principal place of business at 325 East Middlefield Road, Mountain View, California 94043 ("Raven") and Genentech, Inc., a Delaware corporation with its principal place of business at 1 DNA Way, South San Francisco, California 94080 ("Genentech").

WHEREAS, Genentech is the owner of certain patent rights originating with U.S. patent application serial number 09/218,539 and in connection with the execution of this Agreement, wishes to assign such patent rights to Raven pursuant to an Assignment dated concurrently herewith, a copy of which is attached hereto as Exhibit A; and

WHEREAS Raven, in connection with the Assignment, wishes to grant Genentech a license under the assigned patent rights on the terms set forth herein and Genentech wishes to obtain such license;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Genentech and Raven agree as follows:

1. CERTAIN DEFINITIONS

1.1 "Affiliate" shall mean, with respect to any Party, any other Person that, directly or indirectly, controls, is controlled by or is under common control with, that Party, provided however, that in each case any such other Person shall be considered to be an Affiliate only during the time during which such control exists. For purposes of this definition, a Person shall be regarded as in control (including, with correlative meaning, the terms "controlled by" and

"under common control with") of a Party if it owns, or directly or indirectly controls, at least fifty percent (50%) of the voting stock or other ownership interest of the Party, or if it possesses the power to direct the course or direction of the management and policies of the Party whether through the ownership of voting securities, by contract or otherwise.

1.2 "Licensed Products" shall mean any product, substance, composition of matter, process, or method, whatsoever.

1.3 "Licensed Method" shall mean a method for immunizing a host mammal to produce a population of monoclonal antibodies that bind to antigens representative of a specific cell type that are heterologous to the host mammal including the steps of introducing into the mammal a plurality of viable and intact stem cells of said cell type, wherein the surfaces of the cells are free of serum, which method is covered by a Valid Claim of a patent within the Licensed Patent Rights. "Covered by" means that the practice of the method would infringe a Valid Claim of a patent within the Licensed Patent Rights in the absence of the license granted hereunder.

1.4 "Licensed Patent Rights" shall mean United States patent application serial number 09/218,539 (filed December 22, 1998) and all United States and/or foreign patents which may issue therefrom, as well as all United States and foreign patents that may hereafter issue on applications for patents whose subject matter in whole or in part is entitled to the benefit of the filing date(s) of any such applications or patents, including, without limitation, United States provisional patent applications, continuations, continuations-in-part, divisions, continued prosecution applications, reexaminations, reissues, substitutions, Patent Cooperation Treaty applications, utility models, supplementary protection certificates, renewals and extensions.

1.5 "Licensed Territory" shall mean the entire world.

1.6 "Party" shall mean Genentech or Raven and when used in the plural shall mean both Genentech and Raven.

1.7 "Person" shall mean an individual, corporation, partnership, trust, business trust, association, joint stock company, joint venture, pool, syndicate, sole proprietorship, government authority or any other form of entity not specifically listed herein.

1.8 "Third Party" shall mean any Person other than the Parties to this Agreement and their Affiliates.

1.9 "Valid Claim" shall mean a claim of an issued, unexpired patent within the Licensed Patent Rights which has not been disclaimed or surrendered, and which has not been declared invalid or unenforceable by a patent office or by a court of competent jurisdiction in any unappealed or unappealable decision.

2. GRANT

2.1 Raven hereby grants to Genentech and its Affiliates under the Licensed Patent Rights (i) a fully paid, royalty free, perpetual and irrevocable, non-exclusive right and license, throughout the Licensed Territory, to make, have made, use, sell, offer to sell, and import Licensed Products with the right to grant sublicenses as provided in the following paragraph 2.2, and (ii) a fully paid, royalty free, perpetual and irrevocable, non-exclusive right and license, throughout the Licensed Territory, to use the Licensed Method.

2.2 Genentech shall have the right to grant sublicenses to third parties under the Licensed Patent Rights to make, have made, use, sell, offer to sell, and import Licensed Products without restriction, except that Genentech shall not grant any sublicense to make, have made, use, sell, offer to sell, or import the Licensed Method. Nothing in this paragraph, however, shall be construed to prevent, limit, or impair in any way Genentech's right and license to have Licensed

Products made for Genentech, for example, by Genentech contracting with a Third Party to manufacture Licensed Product for Genentech.

3. PATENT PROSECUTION AND MAINTENANCE

3.1 Raven shall be responsible, at its sole expense and discretion, for the preparation, filing, prosecution, and maintenance of all patent applications and patents within the Licensed Patent Rights.

3.2 Raven shall provide Genentech with copies of all patent office correspondence relating to patent applications and patents within the Licensed Patent Rights (e.g., patent applications, amendments, official actions, responses to official actions, notices, and other papers submitted to or received from a patent office) promptly after each such item of correspondence is submitted to or received from a patent office. Raven agrees to consider in good faith any and all comments that Genentech may provide to Raven relating to such correspondence.

3.3 If Raven decides to abandon or let lapse any patent application or patent within the Licensed Patent Rights, Raven shall notify Genentech of such decision within a reasonable period prior to such abandonment or lapse in order that Genentech may, if it so elects, maintain the patent application or patent at Genentech's sole expense, and in that event Raven shall assign such patent application or patent to Genentech.

4. INFRINGEMENT OF LICENSED PATENT RIGHTS

4.1 Raven shall be solely responsible, in its sole discretion, and at its sole expense, for taking action against any actual or suspected infringement of the Licensed Patent Rights, except that in the case of any patent application or patent that may be assigned to Genentech pursuant to paragraph 3.3 above, then Genentech shall be solely responsible, in its sole discretion, and at its

sole expense, for taking action against any actual or suspected infringement of such patent application or patent.

5. REPRESENTATIONS, WARRANTIES, AND INDEMNITIES

5.1 Raven hereby represents, warrants and covenants to Genentech that:

(a) Raven is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, with full power to carry on its business and activities as now being conducted;

(b) This Agreement has been duly authorized, executed and delivered by Raven and represents its binding obligation, enforceable against it in accordance with its terms and conditions. Raven has the corporate power and authority to enter into this Agreement and to perform its obligations hereunder. No other act, approval or proceeding on the part of Raven is or will be required to authorize the execution and delivery of this Agreement, or the consummation of the transactions contemplated hereby;

(c) The execution and delivery by Raven of this Agreement, and the fulfillment of and compliance by Raven with the terms, conditions and provisions hereof will not, (i) conflict with any of the terms, conditions or provisions of the articles of incorporation or by-laws of Raven, (ii) violate any term, condition or provision of, or require any consent, authorization or approval under, any judicial or arbitration judgment, order, award, writ, injunction or decree applicable to Raven, or (iii) conflict with, result in a breach of, constitute a default under (whether with or without the giving of notice or the lapse of time or both), or accelerate or permit the acceleration of the performance required by, or require any consent, authorization or approval under any document, instrument, agreement or license to which Raven is a party or by which Raven is bound or to which any of the assets or properties of Raven are subject; and

(d) Raven is the sole and exclusive owner of the entire right, title and interest in and to the Licensed Patent Rights and has the lawful right to grant to Genentech and its Affiliates the licenses and rights granted in Article 2 herein.

5.2 Nothing in this Agreement shall be construed as:

- (a) A warranty or representation by either Party as to the validity or scope of any patent within the Licensed Patent Rights; or
- (b) Granting by implication, estoppel, or otherwise any right or license under any other patent applications, patents, or technology other than the right and license herein granted under Licensed Patent Rights.
- (c) A warranty or representation that anything made, used, sold, or otherwise disposed of under any license granted in this Agreement is or will be free from infringement of patents of Third Parties; or
- (d) A requirement that either Party shall file any patent application; or
- (e) An obligation of either Party to bring or prosecute actions or suits against Third Parties for infringement of any patent; or
- (f) conferring a right to use in advertising, publicity, or otherwise any trademark or trade name of either Party.

5.3 THE PARTIES HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PATENT OR OTHER LEGAL RIGHTS.

5.4 Genentech shall indemnify, defend, and hold harmless Raven, its employees, officers, agents, representatives, successors, and assigns against all Third Party claims, demands, actions, liabilities, or costs (including attorneys' fees, expert witness fees, and courts costs), in whatever form (collectively "Claims") resulting from or arising out of the research, development, manufacture, use, sale, offer for sale, or import of any Licensed Products by Genentech and its Affiliates and sublicensees under this Agreement, except to the extent that such Claims are attributable to the gross negligence or intentional wrongdoing of Raven. The foregoing indemnification is conditioned upon Raven (i) promptly notifying Genentech in writing after

Raven receives notice of any such Claim, (ii) permitting Genentech, at its sole expense, to control the defence (including litigation and settlement) of such Claim, and (iii) reasonably cooperating with Genentech in the defence of such Claim.

5.5 Raven shall indemnify, defend, and hold harmless Genentech, its employees, officers, agents, representatives, successors, and assigns against all Third Party claims, demands, actions, liabilities, or costs (including attorneys fees, expert witness fees, and courts costs), in whatever form (collectively "Claims") resulting from or arising out of any research, development, manufacture, use, sale, offer for sale, or import of anything disclosed in or relating to any patent application or patent within the Licensed Patent Rights by Raven or its Affiliates or its Third Party licensees except to the extent that such Claims are attributable to the gross negligence or intentional wrongdoing of Genentech. The foregoing indemnification is conditioned upon Genentech (i) promptly notifying Raven in writing after Genentech receives notice of any such Claim, (ii) permitting Raven, at its sole expense, to control the defence (including litigation and settlement) of such Claim, and (iii) reasonably cooperating with Raven in the defence of such Claim.

6. TERM

6.1 This Agreement shall commence on the Effective Date and continue until the expiration of the last to expire patent within the Licensed Patent Rights or until December 22, 2018, whichever occurs first.

7. NOTICES

7.1 Any notice required or permitted under this Agreement shall be in writing and shall be valid and sufficient if delivered in person or sent by confirmed facsimile transmission, overnight express mail or courier service, or first class, certified or registered mail, to the Party to be

notified at the address stated below. Such notice shall be considered to be effective one business day following its facsimile transmission or its dispatch by overnight express mail or courier service, or the date of actual receipt by the party to be notified if delivered in person or sent by first class, certified or registered mail.

If to Raven:

Raven Biotechnologies, Inc.
325 East Middlefield Road
Mountain View, CA 94043
Attn.: President / CEO
Fax No. (650) 314-0441

If to Genentech:

Genentech, Inc.
1 DNA Way
South San Francisco, CA 94080-4990
Attn: Corporate Secretary
Fax No. (650) 952-9881

8. MISCELLANEOUS PROVISIONS

8.1 The terms and provisions of this Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective successors and assigns. Any Party assigning any of its rights, duties or obligations under this Agreement shall provide thirty (30) days prior written notice thereof to the other Party. Raven shall not assign or transfer the Licensed Patent Rights or grant any security interest, lien, right, license or other encumbrance upon or respecting the Licensed Patent Rights unless such assignment, transfer or grant is made expressly subject to the rights, licenses and other terms and conditions of this Agreement. Each and every successor and

assign to the interests of either Party to this Agreement shall hold such interests subject to the terms, conditions and provisions of this Agreement. For the period ending three years following the Effective Date of this Agreement, Genentech shall not assign or transfer any rights granted by Raven to Genentech under Section 2.1(ii) of this Agreement, whether by contract, operation of law or otherwise, to any Third Party, except with the prior written approval of Raven, which approval shall not be unreasonably withheld.

8.2 Nothing herein shall be construed to place the parties in the relationship of partners or joint venturers or principal and agent, or to create any entity or association, and neither party shall have the power to obligate or bind the other in any manner whatsoever.

8.3 Except as may otherwise be required by applicable laws (including without limitation, securities laws), neither Party shall use the name of the other Party or of any officer, employee, agent or representative of the other Party or any adaptation thereof in any advertising, promotional or sales literature, publicity, or in any public document employed to obtain funds or financing without the prior written permission of the Party or individual whose name is to be used.

8.4 This Agreement (i) constitutes the entire agreement and understanding between the parties with respect to the matters contained herein, and there are no promises, representations, conditions, provisions or terms related thereto other than those set forth in this Agreement, and (ii) supersedes all previous and contemporaneous understandings, agreements and representations between the parties, written or oral relating to the subject matter hereof. The parties hereto may from time to time during the continuance of this Agreement modify, vary, or alter any of the provisions of this Agreement, but only by an instrument duly executed by all parties hereto.

8.5 The failure or delay of either Party to enforce any of its rights under this Agreement shall not be deemed to be a waiver or a modification of its rights under this Agreement, and either Party may, within the time provided by applicable law, commence appropriate legal proceedings to enforce any or all of its rights under this Agreement. Any prior failure or delay by a Party to enforce its rights under this Agreement shall not constitute a defense for the other Party with respect to subsequent breach by the other Party.

8.6 Should any part or provision of this Agreement be held unenforceable or in conflict with the law of any jurisdiction, the validity of the remaining part or provisions shall not be affected by such holdings.

8.7 This Agreement shall be construed, interpreted and applied in accordance with, and governed by the laws of the California, United States of America, without regard to its conflicts of laws provisions.

8.8 The recitals contained in this Agreement and the exhibit attached hereto are hereby incorporated into this Agreement and made a part hereof.

8.9 Article, section and subsection headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect.

8.10 This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts, and by different parties in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same agreement. Each such agreement shall become effective upon the execution of a counterpart hereof or thereof by each of the parties hereto.

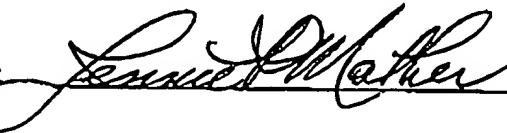
8.11 If the performance of this Agreement or any obligation hereunder is prevented, restricted or interfered with by reason of fire or other casualty or accident, strikes or labor disputes, war or other violence, any law, order, proclamation, regulation, ordinance, demand or requirement of any governmental agency, or any other act or condition whatsoever beyond the reasonable control of the parties, the Party whose performance is so affected, upon giving prompt notice to the other Party, shall be excused from such performance or obligation to the extent of such prevention, restriction or interference. However, the Party so affected shall take all reasonable steps to avoid or remove such causes of nonperformance and shall continue performance hereunder with dispatch whenever such causes are removed.

8.12 Each Party shall do, or cause to be done, all such further acts, and shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any and all such further documentation as the other party reasonably requires to carry out the purposes of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date by their respective duly authorized officers.

Raven:


RAVEN BIOTECHNOLOGIES, INC.

By: 

Title: CEO

Genentech:

GENENTECH, INC.

By: 

Title: Vice President, Intellectual Property

"EXHIBIT A"

ASSIGNMENT

WHEREAS, GENENTECH, INC., a Delaware corporation having a place of business at 1 DNA Way, South San Francisco, California 94080-4990, is the assignee of the entire right, title and interest in, to and under the invention that is disclosed in the following patent application ("Patent Application"):

U.S. Patent Application Serial No. 09/218,539, filed December 22, 1998, for
"Compositions and Methods for Generating Monoclonal Antibodies
Representative of a Specific Cell Type";

and WHEREAS, RAVEN BIOTECHNOLOGIES, INC., a Delaware corporation having a place of business at 325 East Middlefield Road, Mountain View, California 94043, is desirous of obtaining the entire right, title and interest in, to and under said invention, and in, to and under all Letters Patent to be obtained therefor;

NOW, THEREFORE, be it known by all whom it may concern;

That for one dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, GENENTECH, INC. does hereby sell, assign, transfer and set over, unto RAVEN BIOTECHNOLOGIES, INC., its successors, legal representatives and assigns, the entire right, title and interest in, to and under said Patent Application, and in, to and under any and all Letters Patents to be granted and issued for said Patent Application or any continuation, division, renewal, or substitute thereof, and as to Letters Patents any reissue or re-examination thereof, not only for, in and to the United States of America, its territories and possessions, but for, in and to

all other countries; and GENENTECH, INC. does hereby authorize and request that the appropriate government agencies issue said Letters Patents to RAVEN BIOTECHNOLOGIES, INC., its successors, legal representatives and assigns, in accordance with the terms of this Assignment.

GENENTECH, INC. hereby covenants and agrees that it has the fully right to convey the right, title, and interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith.

GENENTECH, INC. hereby agrees to sign all lawful papers, make all rightful oaths, and take other reasonable actions necessary for RAVEN BIOTECHNOLOGIES, INC., its successors, legal representatives and assigns to perfect the right, title, and interest herein conveyed.

This Assignment is made and effective this 1st day of March, 1999.

GENENTECH, INC.

By: Sean Johnston

Print Name: Sean A. Johnston

Title: Vice President, Intellectual Property



**UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office**

ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

AUGUST 30, 2000

PTAS

MORRISON & FOERSTER LLP
TERRI SHIEH-NEWTON
755 PAGE MILL ROAD
PALO ALTO, CA 94304-1018



101402373A

**UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF NON-RECORDATION OF DOCUMENT**

DOCUMENT ID NO.: 101402373

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231. IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723.

1. THE COVER SHEET SUBMITTED FOR RECORDING IS NOT ACCEPTABLE. THE ATTACHMENTS THAT WERE INDICATED ON THE COVER SHEET WERE NOT RECEIVED BY THE ASSIGNMENT DIVISION. THE REFERENCED DOCUMENTS MUST BE PRESENT BEFORE RECORDING.

STEVEN POST, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS



UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

AUGUST 29, 2000

PTAS

MORRISON & FOERSTER LLP
TERRI SHIEH-NEWTON
755 PAGE MILL ROAD
PALO ALTO, CALIFORNIA 94304-1018



101402374A

COPY

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 06/12/2000

REEL/FRAME: 010903/0202
NUMBER OF PAGES: 18

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:
GENENTECH, INC.

DOC DATE: 03/01/1999

ASSIGNEE:
RAVEN BIOTECHNOLOGIES, INC.
305 OLD COUNTY ROAD
SAN CARLOS, CALIFORNIA 94070

SERIAL NUMBER: 09218539
PATENT NUMBER:

FILING DATE: 12/22/1998
ISSUE DATE:

RECEIVED

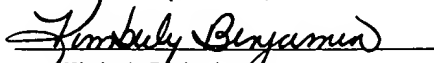
SEP 07 2000

SONYA JOHNSON, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

Morrison & Foerster, LLP
Palo Alto

CERTIFICATE OF MAILING BY "FIRST CLASS MAIL"

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to:
Assistant Commissioner for Patents, Washington, D.C. 20231, on September 27, 2000.


Kimberly Benjamin

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In the application of:

Jennie P. MATHER et al.

Serial No.: 09/218,539

Filing Date: December 22, 1998

For: COMPOSITIONS AND METHODS FOR
GENERATING MONOCLONAL
ANTIBODIES REPRESENTATIVE OF
A SPECIFIC CELL TYPE

Examiner: G. Ewodlt

Group Art Unit: 1644

COPY

TRANSMITTAL

U.S. Patent and Trademark Office
Office of Public Records
Box Assignments
Crystal Gateway 4, Room 335
Washington, D.C. 20231

Dear Sir:

In response to the Notice of Non-Recordation of Document dated August 30, 2000
enclosed please find the following:

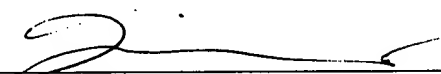
1. Recordation Form Cover Sheet - 1 page
2. Joint Assignment - 2 pages
3. Copy of Recorded Assignment Document - 19 pages
4. Copy of Certificate Under C.F.R §3.73(b) - 1 page

The Assistant Commissioner is hereby authorized to charge any fees under 37 C.F.R. §§ 1.16, 1.17, and 1.21 that may be required by this transmittal, or to credit any overpayment, to Deposit Account No. 03-1952.

Respectfully submitted,

Dated: September 27, 2000

By:


Terri M. Shieh-Newton
Registration No. 47,081

Morrison & Foer LLP
755 Page Mill Road
Palo Alto, California 94304-1018
Telephone: (650) 813-5649
Facsimile: (650) 494-0792

COPY

PTO/SB/96 (10-92)

CERTIFICATE UNDER 37 C.F.R. § 3.73(b)

Docket No. 415072000100

In the application of: Jennie P. MATHER et al.
Serial No.: 09/218,539
Filed: December 22, 1998
For: COMPOSITIONS AND METHODS FOR GENERATING MONOCLONAL ANTIBODIES
REPRESENTATIVE OF A SPECIFIC CELL TYPE

Genentech, Inc., a Delaware corporation, certifies that it is the assignee of the entire right, title and interest in the patent application identified above by virtue of either:

A. ☐ An assignment from the inventor(s) of the patent application identified above for which a copy thereof is attached.

OR

B. ☒ A chain of title from the inventor(s) of the patent application identified above, to the current assignee as shown below:

1. From : Jennie P. Mather et al.
To: Genentech, Inc.

The document was recorded in the Patent and Trademark Office at Reel , Frame , or for which a copy thereof is attached.

2. From : Genentech, Inc
To: Raven Biotechnologies, Inc.

The document was recorded in the Patent and Trademark Office at Reel , Frame or for which a copy thereof is attached.

3. From :
To: The document was recorded in the Patent and Trademark Office at Reel , Frame , or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

☒ Copies of assignments or other documents in the chain of title are attached.

The undersigned has reviewed all the documents in the chain of title of the patent application identified above and, to the best of undersigned's knowledge and belief, title is in the assignee identified above.

The undersigned (whose title is supplied below) is empowered to sign this certificate on behalf of the assignee.

I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements, and the like so made, are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Dated: May 26, 2000


Name: Jennie P. Mather

Title: Chief Executive Officer

PTO/SB/96 (10-92)

Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE



UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

AUGUST 29, 2000

PTAS

MORRISON & FOERSTER LLP
TERRI SHIEH-NEWTON
755 PAGE MILL ROAD
PALO ALTO, CALIFORNIA 94304-1018



101402374A

COPY

TECH CENTER 1600/2300

JUL 19 2001

RECEIVED

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 06/12/2000

REEL/FRAME: 010903/0202
NUMBER OF PAGES: 18

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:
GENENTECH, INC.

DOC DATE: 03/01/1999

ASSIGNEE:
RAVEN BIOTECHNOLOGIES, INC.
305 OLD COUNTY ROAD
SAN CARLOS, CALIFORNIA 94070

SERIAL NUMBER: 09218539
PATENT NUMBER:

FILING DATE: 12/22/1998
ISSUE DATE:

RECEIVED

SEP 07 2000

SONYA JOHNSON, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

Morrison & Foerster, LLP
Palo Alto

07-13-2000

U.S. DEPARTMENT OF COMMERCE

REC

Patent and Trademark Office
Docket No. 415072000100

101402374

Page 2 of 2

To the Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Genentech, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State ☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies):

Name: Raven Biotechnologies, Inc.
Street Address: 305 Old County Road
City: San Carlos State: CA ZIP: 94070

Additional name(s) & address(es) attached? ☒ Yes ☐ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other:

Execution Date: March 1, 1999

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)
09/218,539, filed December 22, 1998

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Terri Shieh-Newton
Morrison & Foerster LLP
755 Page Mill Road
Palo Alto, California 94304-1018

6. Total number of applications and patents involved: 1

7. Total fee (37 C.F.R. § 3.41): \$40.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account, referencing
Attorney Docket 415072000100

8. Deposit account number: 03-1952The Commissioner is hereby authorized to charge any fees under 37 C.F.R. § 1.21 that may be required by this paper, or to credit any overpayment to Deposit Account No. 03-1952.**DO NOT USE THIS SPACE**

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Name: Terri Shieh-Newton
Registration No: P-47,081

Signature

Date

Total number of pages comprising cover sheet, attachments and document: 21

Mail documents to be recorded with required cover sheet information to:

U.S. Patent and Trademark Office
Office of Public Records
Box Assignments
Crystal Gateway 4, Room 335
Washington, D.C. 20231

JUL 19 2001

41507 (25 ~~25~~ 2900) / 2900

COPY

AGREEMENT

1. The following cell lines were developed at Genentech, Inc. by Dr. Jennie P. Mather with members of her laboratory during her employment with Genentech, Inc., and are owned by Genentech, Inc.:

ROG, a rat granulosa cell line
ASC, and adult rat Schwann cell line
ESC, an embryonic rat Schwann cell line
BR516, a neonatal rat lung epithelial cell line
RL65, a rat lung epithelial cell line
NODD, an adult mouse pancreatic ductal cell line
BUD, a rat e18 pancreatic ductal epithelial cell line
RED, a rat e12 pancreatic ductal epithelial cell line
NEP, a rat neural epithelial precursor cell line

(collectively the “Cell Lines”).

2. Samples of the Cell Lines will be deposited by Genentech with the American Type Culture Collection ("ATCC") pursuant to the ATCC's safe deposit service for cultures, for access by Genentech employees and Dr. Jennie P. Mather. Such deposit shall consist of not less than 3 vials of each of the Cell Lines, and shall designate Genentech and Dr. Mather as co-depositors, and shall provide for a maintenance period of 5 years. Notwithstanding anything to the contrary in this Agreement, once the Cell Lines have been deposited and the fee for the 5 year maintenance period (not to exceed \$5000 in total) has been paid to the ATCC by Genentech, Genentech shall have no further obligation to make additional deposits of the Cell Lines, or to replenish or maintain the Cell Lines at the ATCC, or to pay any additional fees to the ATCC; provided, however, that Genentech shall not withdraw more than one-half of the total sample of any Cell Line deposited under this paragraph 2.

3. In exchange for one dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, Genentech hereby grants to Dr. Mather an irrevocable, paid up, royalty-free, worldwide non-exclusive right and license to use and exploit the Cell Lines. Such right and license also shall extend to any third party with whom Dr. Mather may work or collaborate. The right and license granted to Dr. Mather (and to others with whom Dr. Mather may work or collaborate) under this paragraph 3 shall not include any right or license to sell or offer to sell any product, method, or process under any patent that is now or hereafter owned or controlled by Genentech.

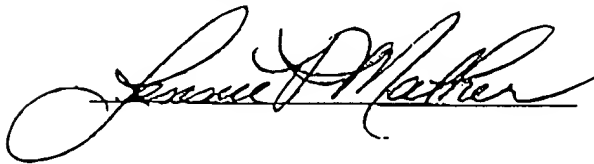
4. Dr. Mather, who is the founder of Raven Biotechnologies, Inc., may transfer the right and license granted to her under paragraph 3 to Raven Biotechnologies and, if Dr. Mather transfers such right and license to Raven Biotechnologies, Raven Biotechnologies may transfer or assign such right and license to a successor to all or substantially all of its business or assets whether by sale, merger, operation of law or otherwise.

5. This Agreement constitutes the entire agreement and understanding between the parties with respect to the matters contained herein, and supercedes all previous agreements, understandings, or representations between the parties (including the addendum to the Separation and Release Agreement between the parties dated September 11, 1998 and the letter addressed "To whom it may concern" signed by Dr. Dennis J. Henner and dated October 30, 1998 concerning the Cell Lines).

6. This Agreement shall be effective as of the date of the last signature below.

Agreed:

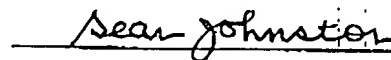
DR. JENNIE P. MATHER



Date:

March 1, 1999

GENENTECH, INC.



Sean A. Johnston

Vice President, Intellectual Property

Date:

March 1, 1999

ASSIGNMENT

WHEREAS, GENENTECH, INC., a Delaware corporation having a place of business at 1 DNA Way, South San Francisco, California 94080-4990, is the assignee of the entire right, title and interest in, to and under the invention that is disclosed in the following patent application ("Patent Application"):

U.S. Patent Application Serial No. 09/218,539, filed December 22, 1998, for
"Compositions and Methods for Generating Monoclonal Antibodies
Representative of a Specific Cell Type";

and WHEREAS, RAVEN BIOTECHNOLOGIES, INC., a Delaware corporation having a place of business at 325 East Middlefield Road, Mountain View, California 94043, is desirous of obtaining the entire right, title and interest in, to and under said invention, and in, to and under all Letters Patent to be obtained therefor;

NOW, THEREFORE, be it known by all whom it may concern;

That for one dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, GENENTECH, INC. does hereby sell, assign, transfer and set over, unto RAVEN BIOTECHNOLOGIES, INC., its successors, legal representatives and assigns, the entire right, title and interest in, to and under said Patent Application, and in, to and under any and all Letters Patents to be granted and issued for said Patent Application or any continuation, division, renewal, or substitute thereof, and as to Letters Patents any reissue or re-examination thereof, not only for, in and to the United States of America, its territories and possessions, but for, in and to

all other countries; and GENENTECH, INC. does hereby authorize and request that the appropriate government agencies issue said Letters Patents to RAVEN BIOTECHNOLOGIES, INC., its successors, legal representatives and assigns, in accordance with the terms of this Assignment.

GENENTECH, INC. hereby covenants and agrees that it has the fully right to convey the right, title, and interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith.

GENENTECH, INC. hereby agrees to sign all lawful papers, make all rightful oaths, and take other reasonable actions necessary for RAVEN BIOTECHNOLOGIES, INC., its successors, legal representatives and assigns to perfect the right, title, and interest herein conveyed.

This Assignment is made and effective this 1st day of March, 1999.

GENENTECH, INC.

By: Sean Johnston

Print Name: Sean A. Johnston

Title: Vice President, Intellectual Property

LICENSE AGREEMENT

This License Agreement (the "Agreement") is entered into and effective as of the 1st day of March, 1999 (the "Effective Date"), by and between Raven Biotechnologies, Inc., a Delaware corporation with its principal place of business at 325 East Middlefield Road, Mountain View, California 94043 ("Raven") and Genentech, Inc., a Delaware corporation with its principal place of business at 1 DNA Way, South San Francisco, California 94080 ("Genentech").

WHEREAS, Genentech is the owner of certain patent rights originating with U.S. patent application serial number 09/218,539 and in connection with the execution of this Agreement, wishes to assign such patent rights to Raven pursuant to an Assignment dated concurrently herewith, a copy of which is attached hereto as Exhibit A; and

WHEREAS Raven, in connection with the Assignment, wishes to grant Genentech a license under the assigned patent rights on the terms set forth herein and Genentech wishes to obtain such license;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Genentech and Raven agree as follows:

1. CERTAIN DEFINITIONS

1.1 "Affiliate" shall mean, with respect to any Party, any other Person that, directly or indirectly, controls, is controlled by or is under common control with, that Party, provided however, that in each case any such other Person shall be considered to be an Affiliate only during the time during which such control exists. For purposes of this definition, a Person shall be regarded as in control (including, with correlative meaning, the terms "controlled by" and

"under common control with") of a Party if it owns, or directly or indirectly controls, at least fifty percent (50%) of the voting stock or other ownership interest of the Party, or if it possesses the power to direct the course or direction of the management and policies of the Party whether through the ownership of voting securities, by contract or otherwise.

1.2 "Licensed Products" shall mean any product, substance, composition of matter, process, or method, whatsoever.

1.3 "Licensed Method" shall mean a method for immunizing a host mammal to produce a population of monoclonal antibodies that bind to antigens representative of a specific cell type that are heterologous to the host mammal including the steps of introducing into the mammal a plurality of viable and intact stem cells of said cell type, wherein the surfaces of the cells are free of serum, which method is covered by a Valid Claim of a patent within the Licensed Patent Rights. "Covered by" means that the practice of the method would infringe a Valid Claim of a patent within the Licensed Patent Rights in the absence of the license granted hereunder.

1.4 "Licensed Patent Rights" shall mean United States patent application serial number 09/218,539 (filed December 22, 1998) and all United States and/or foreign patents which may issue therefrom, as well as all United States and foreign patents that may hereafter issue on applications for patents whose subject matter in whole or in part is entitled to the benefit of the filing date(s) of any such applications or patents, including, without limitation, United States provisional patent applications, continuations, continuations-in-part, divisions, continued prosecution applications, reexaminations, reissues, substitutions, Patent Cooperation Treaty applications, utility models, supplementary protection certificates, renewals and extensions.

1.5 "Licensed Territory" shall mean the entire world.

1.6 "Party" shall mean Genentech or Raven and when used in the plural shall mean both Genentech and Raven.

1.7 "Person" shall mean an individual, corporation, partnership, trust, business trust, association, joint stock company, joint venture, pool, syndicate, sole proprietorship, government authority or any other form of entity not specifically listed herein.

1.8 "Third Party" shall mean any Person other than the Parties to this Agreement and their Affiliates.

1.9 "Valid Claim" shall mean a claim of an issued, unexpired patent within the Licensed Patent Rights which has not been disclaimed or surrendered, and which has not been declared invalid or unenforceable by a patent office or by a court of competent jurisdiction in any unappealed or unappealable decision.

2. GRANT

2.1 Raven hereby grants to Genentech and its Affiliates under the Licensed Patent Rights (i) a fully paid, royalty free, perpetual and irrevocable, non-exclusive right and license, throughout the Licensed Territory, to make, have made, use, sell, offer to sell, and import Licensed Products with the right to grant sublicenses as provided in the following paragraph 2.2, and (ii) a fully paid, royalty free, perpetual and irrevocable, non-exclusive right and license, throughout the Licensed Territory, to use the Licensed Method.

2.2 Genentech shall have the right to grant sublicenses to third parties under the Licensed Patent Rights to make, have made, use, sell, offer to sell, and import Licensed Products without restriction, except that Genentech shall not grant any sublicense to make, have made, use, sell, offer to sell, or import the Licensed Method. Nothing in this paragraph, however, shall be construed to prevent, limit, or impair in any way Genentech's right and license to have Licensed

Products made for Genentech, for example, by Genentech contracting with a Third Party to manufacture Licensed Product for Genentech.

3. PATENT PROSECUTION AND MAINTENANCE

3.1 Raven shall be responsible, at its sole expense and discretion, for the preparation, filing, prosecution, and maintenance of all patent applications and patents within the Licensed Patent Rights.

3.2 Raven shall provide Genentech with copies of all patent office correspondence relating to patent applications and patents within the Licensed Patent Rights (e.g., patent applications, amendments, official actions, responses to official actions, notices, and other papers submitted to or received from a patent office) promptly after each such item of correspondence is submitted to or received from a patent office. Raven agrees to consider in good faith any and all comments that Genentech may provide to Raven relating to such correspondence.

3.3 If Raven decides to abandon or let lapse any patent application or patent within the Licensed Patent Rights, Raven shall notify Genentech of such decision within a reasonable period prior to such abandonment or lapse in order that Genentech may, if it so elects, maintain the patent application or patent at Genentech's sole expense, and in that event Raven shall assign such patent application or patent to Genentech.

4. INFRINGEMENT OF LICENSED PATENT RIGHTS

4.1 Raven shall be solely responsible, in its sole discretion, and at its sole expense, for taking action against any actual or suspected infringement of the Licensed Patent Rights, except that in the case of any patent application or patent that may be assigned to Genentech pursuant to paragraph 3.3 above, then Genentech shall be solely responsible, in its sole discretion, and at its

sole expense, for taking action against any actual or suspected infringement of such patent application or patent.

5. REPRESENTATIONS, WARRANTIES, AND INDEMNITIES

5.1 Raven hereby represents, warrants and covenants to Genentech that:

(a) Raven is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, with full power to carry on its business and activities as now being conducted;

(b) This Agreement has been duly authorized, executed and delivered by Raven and represents its binding obligation, enforceable against it in accordance with its terms and conditions. Raven has the corporate power and authority to enter into this Agreement and to perform its obligations hereunder. No other act, approval or proceeding on the part of Raven is or will be required to authorize the execution and delivery of this Agreement, or the consummation of the transactions contemplated hereby;

(c) The execution and delivery by Raven of this Agreement, and the fulfillment of and compliance by Raven with the terms, conditions and provisions hereof will not, (i) conflict with any of the terms, conditions or provisions of the articles of incorporation or by-laws of Raven, (ii) violate any term, condition or provision of, or require any consent, authorization or approval under, any judicial or arbitration judgment, order, award, writ, injunction or decree applicable to Raven, or (iii) conflict with, result in a breach of, constitute a default under (whether with or without the giving of notice or the lapse of time or both), or accelerate or permit the acceleration of the performance required by, or require any consent, authorization or approval under any document, instrument, agreement or license to which Raven is a party or by which Raven is bound or to which any of the assets or properties of Raven are subject; and

(d) Raven is the sole and exclusive owner of the entire right, title and interest in and to the Licensed Patent Rights and has the lawful right to grant to Genentech and its Affiliates the licenses and rights granted in Article 2 herein.

5.2 Nothing in this Agreement shall be construed as:

- (a) A warranty or representation by either Party as to the validity or scope of any patent within the Licensed Patent Rights; or
- (b) Granting by implication, estoppel, or otherwise any right or license under any other patent applications, patents, or technology other than the right and license herein granted under Licensed Patent Rights.
- (c) A warranty or representation that anything made, used, sold, or otherwise disposed of under any license granted in this Agreement is or will be free from infringement of patents of Third Parties; or
- (d) A requirement that either Party shall file any patent application; or
- (e) An obligation of either Party to bring or prosecute actions or suits against Third Parties for infringement of any patent; or
- (f) conferring a right to use in advertising, publicity, or otherwise any trademark or trade name of either Party.

5.3 THE PARTIES HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PATENT OR OTHER LEGAL RIGHTS.

5.4 Genentech shall indemnify, defend, and hold harmless Raven, its employees, officers, agents, representatives, successors, and assigns against all Third Party claims, demands, actions, liabilities, or costs (including attorneys' fees, expert witness fees, and courts costs), in whatever form (collectively "Claims") resulting from or arising out of the research, development, manufacture, use, sale, offer for sale, or import of any Licensed Products by Genentech and its Affiliates and sublicensees under this Agreement, except to the extent that such Claims are attributable to the gross negligence or intentional wrongdoing of Raven. The foregoing indemnification is conditioned upon Raven (i) promptly notifying Genentech in writing after

Raven receives notice of any such Claim, (ii) permitting Genentech, at its sole expense, to control the defence (including litigation and settlement) of such Claim, and (iii) reasonably cooperating with Genentech in the defence of such Claim.

5.5 Raven shall indemnify, defend, and hold harmless Genentech, its employees, officers, agents, representatives, successors, and assigns against all Third Party claims, demands, actions, liabilities, or costs (including attorneys fees, expert witness fees, and courts costs), in whatever form (collectively "Claims") resulting from or arising out of any research, development, manufacture, use, sale, offer for sale, or import of anything disclosed in or relating to any patent application or patent within the Licensed Patent Rights by Raven or its Affiliates or its Third Party licensees except to the extent that such Claims are attributable to the gross negligence or intentional wrongdoing of Genentech. The foregoing indemnification is conditioned upon Genentech (i) promptly notifying Raven in writing after Genentech receives notice of any such Claim, (ii) permitting Raven, at its sole expense, to control the defence (including litigation and settlement) of such Claim, and (iii) reasonably cooperating with Raven in the defence of such Claim.

6. TERM

6.1 This Agreement shall commence on the Effective Date and continue until the expiration of the last to expire patent within the Licensed Patent Rights or until December 22, 2018, whichever occurs first.

7. NOTICES

7.1 Any notice required or permitted under this Agreement shall be in writing and shall be valid and sufficient if delivered in person or sent by confirmed facsimile transmission, overnight express mail or courier service, or first class, certified or registered mail, to the Party to be

notified at the address stated below. Such notice shall be considered to be effective one business day following its facsimile transmission or its dispatch by overnight express mail or courier service, or the date of actual receipt by the party to be notified if delivered in person or sent by first class, certified or registered mail.

If to Raven:

Raven Biotechnologies, Inc.
325 East Middlefield Road
Mountain View, CA 94043
Attn.: President / CEO
Fax No. (650) 314-0441

If to Genentech:

Genentech, Inc.
1 DNA Way
South San Francisco, CA 94080-4990
Attn: Corporate Secretary
Fax No. (650) 952-9881

8. MISCELLANEOUS PROVISIONS

8.1 The terms and provisions of this Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective successors and assigns. Any Party assigning any of its rights, duties or obligations under this Agreement shall provide thirty (30) days prior written notice thereof to the other Party. Raven shall not assign or transfer the Licensed Patent Rights or grant any security interest, lien, right, license or other encumbrance upon or respecting the Licensed Patent Rights unless such assignment, transfer or grant is made expressly subject to the rights, licenses and other terms and conditions of this Agreement. Each and every successor and

assign to the interests of either Party to this Agreement shall hold such interests subject to the terms, conditions and provisions of this Agreement. For the period ending three years following the Effective Date of this Agreement, Genentech shall not assign or transfer any rights granted by Raven to Genentech under Section 2.1(ii) of this Agreement, whether by contract, operation of law or otherwise, to any Third Party, except with the prior written approval of Raven, which approval shall not be unreasonably withheld.

8.2 Nothing herein shall be construed to place the parties in the relationship of partners or joint venturers or principal and agent, or to create any entity or association, and neither party shall have the power to obligate or bind the other in any manner whatsoever.

8.3 Except as may otherwise be required by applicable laws (including without limitation, securities laws), neither Party shall use the name of the other Party or of any officer, employee, agent or representative of the other Party or any adaptation thereof in any advertising, promotional or sales literature, publicity, or in any public document employed to obtain funds or financing without the prior written permission of the Party or individual whose name is to be used.

8.4 This Agreement (i) constitutes the entire agreement and understanding between the parties with respect to the matters contained herein, and there are no promises, representations, conditions, provisions or terms related thereto other than those set forth in this Agreement, and (ii) supersedes all previous and contemporaneous understandings, agreements and representations between the parties, written or oral relating to the subject matter hereof. The parties hereto may from time to time during the continuance of this Agreement modify, vary, or alter any of the provisions of this Agreement, but only by an instrument duly executed by all parties hereto.

8.5 The failure or delay of either Party to enforce any of its rights under this Agreement shall not be deemed to be a waiver or a modification of its rights under this Agreement, and either Party may, within the time provided by applicable law, commence appropriate legal proceedings to enforce any or all of its rights under this Agreement. Any prior failure or delay by a Party to enforce its rights under this Agreement shall not constitute a defense for the other Party with respect to subsequent breach by the other Party.

8.6 Should any part or provision of this Agreement be held unenforceable or in conflict with the law of any jurisdiction, the validity of the remaining part or provisions shall not be affected by such holdings.

8.7 This Agreement shall be construed, interpreted and applied in accordance with, and governed by the laws of the California, United States of America, without regard to its conflicts of laws provisions.

8.8 The recitals contained in this Agreement and the exhibit attached hereto are hereby incorporated into this Agreement and made a part hereof.

8.9 Article, section and subsection headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect.

8.10 This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts, and by different parties in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same agreement. Each such agreement shall become effective upon the execution of a counterpart hereof or thereof by each of the parties hereto.

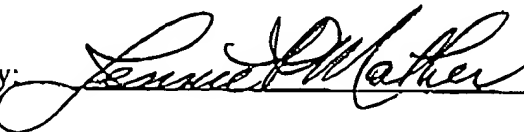
8.11 If the performance of this Agreement or any obligation hereunder is prevented, restricted or interfered with by reason of fire or other casualty or accident, strikes or labor disputes, war or other violence, any law, order, proclamation, regulation, ordinance, demand or requirement of any governmental agency, or any other act or condition whatsoever beyond the reasonable control of the parties, the Party whose performance is so affected, upon giving prompt notice to the other Party, shall be excused from such performance or obligation to the extent of such prevention, restriction or interference. However, the Party so affected shall take all reasonable steps to avoid or remove such causes of nonperformance and shall continue performance hereunder with dispatch whenever such causes are removed.

8.12 Each Party shall do, or cause to be done, all such further acts, and shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any and all such further documentation as the other party reasonably requires to carry out the purposes of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date by their respective duly authorized officers.

Raven:

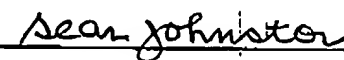
RAVEN BIOTECHNOLOGIES, INC.

By: 

Title: CEO

Genentech:

GENENTECH, INC.

By: 

Title: Vice President, Intellectual Property

"EXHIBIT A"

ASSIGNMENT

WHEREAS, GENENTECH, INC., a Delaware corporation having a place of business at 1 DNA Way, South San Francisco, California 94080-4990, is the assignee of the entire right, title and interest in, to and under the invention that is disclosed in the following patent application ("Patent Application"):

U.S. Patent Application Serial No. 09/218,539, filed December 22, 1998, for
"Compositions and Methods for Generating Monoclonal Antibodies
Representative of a Specific Cell Type";

and WHEREAS, RAVEN BIOTECHNOLOGIES, INC., a Delaware corporation having a place of business at 325 East Middlefield Road, Mountain View, California 94043, is desirous of obtaining the entire right, title and interest in, to and under said invention, and in, to and under all Letters Patent to be obtained therefor;

NOW, THEREFORE, be it known by all whom it may concern;

That for one dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, GENENTECH, INC. does hereby sell, assign, transfer and set over, unto RAVEN BIOTECHNOLOGIES, INC., its successors, legal representatives and assigns, the entire right, title and interest in, to and under said Patent Application, and in, to and under any and all Letters Patents to be granted and issued for said Patent Application or any continuation, division, renewal, or substitute thereof, and as to Letters Patents any reissue or re-examination thereof, not only for, in and to the United States of America, its territories and possessions, but for, in and to

all other countries; and GENENTECH, INC. does hereby authorize and request that the appropriate government agencies issue said Letters Patents to RAVEN BIOTECHNOLOGIES, INC., its successors, legal representatives and assigns, in accordance with the terms of this Assignment.

GENENTECH, INC. hereby covenants and agrees that it has the fully right to convey the right, title, and interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith.

GENENTECH, INC. hereby agrees to sign all lawful papers, make all rightful oaths, and take other reasonable actions necessary for RAVEN BIOTECHNOLOGIES, INC., its successors, legal representatives and assigns to perfect the right, title, and interest herein conveyed.

This Assignment is made and effective this 1st day of March, 1999.

GENENTECH, INC.

By: Sean Johnston

Print Name: Sean A. Johnston

Title: Vice President, Intellectual Property



AUGUST 30, 2000



UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

PTAS



101402373A

MORRISON & FOERSTER LLP
TERRI SHIEH-NEWTON
755 PAGE MILL ROAD
PALO ALTO, CA 94304-1018

**COPY
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UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF NON-RECORDATION OF DOCUMENT

JUL 19 2001

DOCUMENT ID NO.: 101402373

TECH CENTER 1600/2900

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231. IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723.

1. THE COVER SHEET SUBMITTED FOR RECORDING IS NOT ACCEPTABLE. THE ATTACHMENTS THAT WERE INDICATED ON THE COVER SHEET WERE NOT RECEIVED BY THE ASSIGNMENT DIVISION. THE REFERENCED DOCUMENTS MUST BE PRESENT BEFORE RECORDING.

STEVEN POST, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

585 1

07-13-2000

U.S. DEPARTMENT OF COMMERCE

RE



T

Patent and Trademark Office
Docket No. 415072000100

101402373

Page 1 of 2

To the Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Jennie P. MATHER, Laura N. BALD, Penelope E. ROBERTS and
Jean-Philippe F. STEPHEN

- ☒ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State ☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies):

Name: Genentech, Inc.
Street Address: 1 DNA Way
City: S. San Francisco State: CA ZIP: 94080-4990Additional name(s) & address(es) attached? ☒ Yes ☐ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other:

Execution Date: March 29, 2000, March 30, 2000, March 30, 2000,
and May 1, 2000

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

09/218,539, filed December 22, 1998

Additional numbers attached? ☐ Yes ☒ No

B. Patent No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:

Terri Shieh-Newton
Morrison & Foerster LLP
755 Page Mill Road
Palo Alto, California 94304-1018

6. Total number of applications and patents involved: 1

7. Total fee (37 C.F.R. § 3.41): \$40.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account, referencing
Attorney Docket 415072000100

8. Deposit account number: 03-1952

The Commissioner is hereby authorized to charge any fees under 37 C.F.R. § 1.21 that may be required by this paper, or to credit any overpayment to Deposit Account No. 03-1952.**DO NOT USE THIS SPACE**

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Name: Terri Shieh-Newton
Registration No: P-47,081

Signature

Date

Total number of pages comprising cover sheet, attachments and document: 21

67/12/2000 ASCOTT 00000199 09218539

01 FEB 15 2001

40.00 00

Mail documents to be recorded with required cover sheet information to:

U.S. Patent and Trademark Office
Office of Public Records
Box Assignments
Crystal Gateway 4, Room 335
Washington, D.C. 20231

pa-489633

ASSIGNMENT JOINT

THIS ASSIGNMENT, by Jennie P. Mather, Laura N. Bald, Penelope E. Roberts and Jean-Philippe F. Stephen (hereinafter referred to as the assignors), residing at 269 La Prenda Drive, Millbrae, CA, 94030; 278 Senna Court, Sunnyvale, CA, 94086; 269 La Prenda Drive, Millbrae, CA, 94030; and Townsquare, 320C Landsdale Avenue, Millbrae, CA, 94030, respectively, witnesseth:

WHEREAS, said assignors have invented certain new and useful improvements in COMPOSITIONS AND METHODS FOR GENERATING MONOCLONAL ANTIBODIES REPRESENTATIVE OF A SPECIFIC CELL TYPE, set forth in an application for Letters Patent of the United States, bearing Serial No. 09/218,539 and filed on December 22, 1998; and

WHEREAS, Genentech, Inc., a corporation duly organized under and pursuant to the laws of Delaware and having its principal place of business at 1 DNA Way, South San Francisco, California, 94080-4990 (hereinafter referred to as the assignee) is desirous of acquiring the entire right, title and interest in and to said inventions and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon:

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, said assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto said assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said assignee, for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignors, had this sale and assignment not been made.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said assignors are the sole and lawful owners of the entire right, title and interest in and to said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that said assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee, its successors, legal representatives and assigns, that said assignors will, whenever counsel of said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said assignee, its successors, legal representatives and assigns, but at the cost and expense of said assignee, its successors, legal representatives and assigns.

AND said assignors hereby request the Commissioner of Patents to issue said Letters Patent of the United States to said assignee as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use of said assignee, its successors, legal representatives and assigns.

Mar 29, 2000 Jennie P. Mather
Date
Mar 30, 2000 Laura N. Bald
Date
3/30/2000 Penelope E. Roberts
Date
5/01/2000 Jean-Philippe F. Stephen
Date

RECEIVED

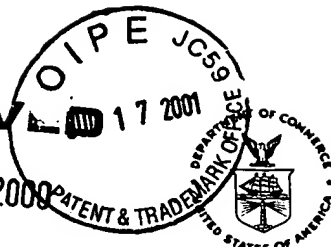
DEC 14 2000

Morrison & Foerster, LLP
Palo Alto

DECEMBER 08, 2000

PTAS

MORRISON & FOERSTER LLP
TERRI SHIEH-NEWTON
755 PAGE MILL ROAD
PALO ALTO, CALIFORNIA 94304-1018



UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
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Washington, D.C. 20231



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JUN 19 2001

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UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 10/02/2000

REEL/FRAME: 011151/0320
NUMBER OF PAGES: 19

BRIEF: RE-RECORD TO CORRECT THE NAME OF THE CONVEYING PARTY AND THE NAME AND ADDRESS OF THE RECEIVING PARTY, PREVIOUSLY RECORDED ON REEL 010903 FRAME 0202, ASSIGNOR CONFIRMS THE ASSIGNMENT OF THE ENTIRE INTEREST.

ASSIGNOR:
MATHER, JENNIE P.

DOC DATE: 03/29/2000

ASSIGNOR:
BALD, LAURA N.

DOC DATE: 03/30/2000

ASSIGNOR:
ROBERTS, PENELOPE E.

DOC DATE: 03/30/2000

ASSIGNOR:
STEPHEN, JEAN-PHILIPPE F.

DOC DATE: 05/01/2000

ASSIGNEE:
GENENTECH, INC.
1 DNA WAY
S. SAN FRANCISCO, CALIFORNIA

94080-4990



UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231



101487872B

AUTHORIZATION TO CHARGE ADDITIONAL FEES TO DEPOSIT ACCOUNT

DECEMBER 08, 2000

TO: OFFICE OF FINANCE
FROM: ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS
SUBJECT: DEPOSIT ACCOUNT CHARGE(S)

CHARGE THE DEPOSIT ACCOUNT LISTED BELOW ADDITIONAL FEE(S) AS INDICATED BELOW. AUTHORIZATION TO CHARGE ADDITIONAL FEES HAS BEEN PROVIDED PER THE ATTACHED COVER SHEET, OR BY DIRECT CONTACT WITH THE CUSTOMER.

DEPOSIT ACCOUNT NUMBER: 031952
PROPERTY NUMBER: 09218539

RECORDING FEES:

FEE CODE: 581 AMOUNT: 40

IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723.

ALLYSON PURNELL, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

TRADEMARK SERVICE FEES:

RECORDING FIRST MARK	481
RECORDATION SECOND AND	482
SUBSEQUENT MARK IN SAME DOCUMENT	
LABOR CHARGES FOR SERVICES PER HOURS	484
OR FRACTION THEREOF	
UNSPECIFIED OTHER SERVICES	485

FEE CODE:

PATENT SERVICE FEES:

RECORDING EACH PATENT ASSIGNMENT,	581
-----------------------------------	-----

AGREEMENT, OTHER PAPER, PER PROPERTY	
LABOR CHARGES FOR SERVICES PER HOUR	584
(\$30) OR FRACTION THEREOF	
UNSPECIFIED OTHER SERVICES	585

10-16-2000



101487872

U.S. DEPARTMENT OF COMMERCE

1 SHEET

Patent and Trademark Office
Docket No. 415072000100Oct 2
Page 1 of 1

To the Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Jennie P. MATHER, Laura N. BALD, Penelope E. ROBERTS and
Jean-Philippe F. STEPHEN

- ☒ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State ☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies):

Name: Genentech, Inc.
Street Address: 1 DNA Way
City: S. San Francisco State: CA ZIP: 94080-4990Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other: Correction

Execution Date: March 29, 2000, March 30, 2000, March 30, 2000,
and May 1, 2000

MRD 10-2-00

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)
09/218,539, filed December 22, 1998
Additional numbers attached? ☐ Yes ☒ No

B. Patent No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:

Terri Shieh-Newton
Morrison & Foerster LLP
755 Page Mill Road
Palo Alto, California 94304-1018

6. Total number of applications and patents involved: 1

7. Total fee (37 C.F.R. § 3.41): \$40.00

- ☒ Previously submitted on June 12, 2000
☐ Authorized to be charged to deposit account, referencing
Attorney Docket 415072000100

8. Deposit account number: 03-1952

The Commissioner is hereby authorized to charge any fees under 37 C.F.R. § 1.21 that may be required by this paper, or to credit any overpayment to Deposit Account No. 03-1952.

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Name: Terri Shieh-Newton
Registration No: 47,081

Signature

Date

Total number of pages comprising cover sheet, attachments and document: 1/5

Mail documents to be recorded with required cover sheet information to:
U.S. Patent and Trademark Office
Office of Public Records
Box Assignments
Crystal Gateway 4, Room 335
Washington, D.C. 20231

pa-489633

011151/0320 PAGE 2

SERIAL NUMBER: 09218539
PATENT NUMBER:

FILING DATE: 12/22/1998
ISSUE DATE:

ALLYSON PURNELL, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

ASSIGNMENT JOINT

THIS ASSIGNMENT, by Jennie P. Mather, Laura N. Bald, Penelope E. Roberts and Jean-Philippe F. Stephen (hereinafter referred to as the assignors), residing at 269 La Prenda Drive, Millbrae, CA, 94030; 278 Senna Court, Sunnyvale, CA, 94086; 269 La Prenda Drive, Millbrae, CA, 94030; and Townsquare, 320C Landsdale Avenue, Millbrae, CA, 94030, respectively, witnesseth:

WHEREAS, said assignors have invented certain new and useful improvements in COMPOSITIONS AND METHODS FOR GENERATING MONOCLONAL ANTIBODIES REPRESENTATIVE OF A SPECIFIC CELL TYPE, set forth in an application for Letters Patent of the United States, bearing Serial No. 09/218,539 and filed on December 22, 1998; and

WHEREAS, Genentech, Inc., a corporation duly organized under and pursuant to the laws of Delaware and having its principal place of business at 1 DNA Way, South San Francisco, California, 94080-4990 (hereinafter referred to as the assignee) is desirous of acquiring the entire right, title and interest in and to said inventions and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon:

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, said assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto said assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said assignee, for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignors, had this sale and assignment not been made.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said assignors are the sole and lawful owners of the entire right, title and interest in and to said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that said assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

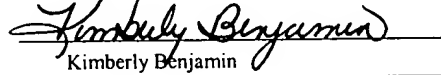
AND for the same consideration, said assignors hereby covenant and agree to and with said assignee, its successors, legal representatives and assigns, that said assignors will, whenever counsel of said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said assignee, its successors, legal representatives and assigns, but at the cost and expense of said assignee, its successors, legal representatives and assigns.

AND said assignors hereby request the Commissioner of Patents to issue said Letters Patent of the United States to said assignee as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use of said assignee, its successors, legal representatives and assigns.

Mar 29, 2000 Jennie P. Mather
Date
Mar 30, 2000 Laura N. Bald
Date
3/30/2000 Penelope E. Roberts
Date
5/6/2000 Jean-Philippe F. Stephen
Date

CERTIFICATE OF MAILING BY "FIRST CLASS MAIL"

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to:
Assistant Commissioner for Patents, Washington, D.C. 20231, on September 27, 2000.


Kimberly Benjamin

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

RECEIVED

JUL 19 2001

TECH CENTER 1600/2900

In the application of:

Jennie P. MATHER et al.

Serial No.: 09/218,539

Filing Date: December 22, 1998

For: COMPOSITIONS AND METHODS FOR
GENERATING MONOCLONAL
ANTIBODIES REPRESENTATIVE OF
A SPECIFIC CELL TYPE

Examiner: G. Ewoldt

Group Art Unit: 1644

TRANSMITTAL

U.S. Patent and Trademark Office
Office of Public Records
Box Assignments
Crystal Gateway 4, Room 335
Washington, D.C. 20231

Dear Sir:

In response to the Notice of Non-Recordation of Document dated August 30, 2000
enclosed please find the following:


1. Recordation Form Cover Sheet - 1 page
2. Joint Assignment - 2 pages
3. Copy of Recorded Assignment Document - 19 pages
4. Copy of Certificate Under C.F.R §3.73(b) - 1 page

The Assistant Commissioner is hereby authorized to charge any fees under 37 C.F.R. §§ 1.16, 1.17, and 1.21 that may be required by this transmittal, or to credit any overpayment, to Deposit Account No. 03-1952.

Respectfully submitted,

Dated: September 27, 2000

By:


Terri M. Shieh-Newton
Registration No. 47,081

Morrison & Foer LLP
755 Page Mill Road
Palo Alto, California 94304-1018
Telephone: (650) 813-5649
Facsimile: (650) 494-0792



UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

AUGUST 29, 2000

PTAS



101402374A

MORRISON & FOERSTER LLP
TERRI SHIEH-NEWTON
755 PAGE MILL ROAD
PALO ALTO, CALIFORNIA 94304-1018

COPY

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 06/12/2000

REEL/FRAME: 010903/0202
NUMBER OF PAGES: 18

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:
GENENTECH, INC.

DOC DATE: 03/01/1999

ASSIGNEE:
RAVEN BIOTECHNOLOGIES, INC.
305 OLD COUNTY ROAD
SAN CARLOS, CALIFORNIA 94070

SERIAL NUMBER: 09218539
PATENT NUMBER:

FILING DATE: 12/22/1998
ISSUE DATE:

RECEIVED

SEP 07 2000

SONYA JOHNSON, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

Morrison & Foerster, LLP
Palo Alto

07-13-2000

U.S. DEPARTMENT OF COMMERCE

REC

Patent and Trademark Office
Docket No. 415072000100

101402374

Page 2 of 2

To the Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Genentech, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State ☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies):

Name: Raven Biotechnologies, Inc.
Street Address: 305 Old County Road
City: San Carlos State: CA ZIP: 94070

Additional name(s) & address(es) attached? ☒ Yes ☐ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other:

Execution Date: March 1, 1999

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

09/218,539, filed December 22, 1998

Additional numbers attached? ☐ Yes ☒ No

B. Patent No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:

Terri Shieh-Newton
Morrison & Foerster LLP
755 Page Mill Road
Palo Alto, California 94304-1018

6. Total number of applications and patents involved: 1

7. Total fee (37 C.F.R. § 3.41): \$40.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account, referencing
Attorney Docket 415072000100

8. Deposit account number: 03-1952

The Commissioner is hereby authorized to charge any fees under 37 C.F.R. § 1.21 that may be required by this paper, or to credit any overpayment to Deposit Account No. 03-1952.

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Name: Terri Shieh-Newton
Registration No: P-47,081

Signature

Date

6/12/2000

Total number of pages comprising cover sheet, attachments and document: 21

Mail documents to be recorded with required cover sheet information to:

U.S. Patent and Trademark Office
Office of Public Records
Box Assignments
Crystal Gateway 4, Room 335
Washington, D.C. 20231

na-491607

COPY

AGREEMENT

1. The following cell lines were developed at Genentech, Inc. by Dr. Jennie P. Mather with members of her laboratory during her employment with Genentech, Inc., and are owned by Genentech, Inc.:

ROG, a rat granulosa cell line
ASC, and adult rat Schwann cell line
ESC, an embryonic rat Schwann cell line
BR516, a neonatal rat lung epithelial cell line
RL65, a rat lung epithelial cell line
NODD, an adult mouse pancreatic ductal cell line
BUD, a rat e18 pancreatic ductal epithelial cell line
RED, a rat e12 pancreatic ductal epithelial cell line
NEP, a rat neural epithelial precursor cell line

(collectively the "Cell Lines").

2. Samples of the Cell Lines will be deposited by Genentech with the American Type Culture Collection ("ATCC") pursuant to the ATCC's safe deposit service for cultures, for access by Genentech employees and Dr. Jennie P. Mather. Such deposit shall consist of not less than 3 vials of each of the Cell Lines, and shall designate Genentech and Dr. Mather as co-depositors, and shall provide for a maintenance period of 5 years. Notwithstanding anything to the contrary in this Agreement, once the Cell Lines have been deposited and the fee for the 5 year maintenance period (not to exceed \$5000 in total) has been paid to the ATCC by Genentech, Genentech shall have no further obligation to make additional deposits of the Cell Lines, or to replenish or maintain the Cell Lines at the ATCC, or to pay any additional fees to the ATCC; provided, however, that Genentech shall not withdraw more than one-half of the total sample of any Cell Line deposited under this paragraph 2.

3. In exchange for one dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, Genentech hereby grants to Dr. Mather an irrevocable, paid up, royalty-free, worldwide non-exclusive right and license to use and exploit the Cell Lines. Such right and license also shall extend to any third party with whom Dr. Mather may work or collaborate. The right and license granted to Dr. Mather (and to others with whom Dr. Mather may work or collaborate) under this paragraph 3 shall not include any right or license to sell or offer to sell any product, method, or process under any patent that is now or hereafter owned or controlled by Genentech.

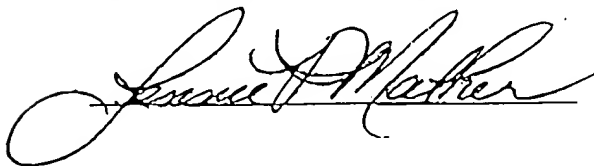
4. Dr. Mather, who is the founder of Raven Biotechnologies, Inc., may transfer the right and license granted to her under paragraph 3 to Raven Biotechnologies and, if Dr. Mather transfers such right and license to Raven Biotechnologies, Raven Biotechnologies may transfer or assign such right and license to a successor to all or substantially all of its business or assets whether by sale, merger, operation of law or otherwise.

5. This Agreement constitutes the entire agreement and understanding between the parties with respect to the matters contained herein, and supercedes all previous agreements, understandings, or representations between the parties (including the addendum to the Separation and Release Agreement between the parties dated September 11, 1998 and the letter addressed "To whom it may concern" signed by Dr. Dennis J. Henner and dated October 30, 1998 concerning the Cell Lines).

6. This Agreement shall be effective as of the date of the last signature below.

Agreed:

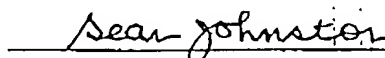
DR. JENNIE P. MATHER



Date:

March 1, 1999

GENENTECH, INC.



Sean A. Johnston

Vice President, Intellectual Property

Date:

March 1, 1999

ASSIGNMENT

WHEREAS, GENENTECH, INC., a Delaware corporation having a place of business at 1 DNA Way, South San Francisco, California 94080-4990, is the assignee of the entire right, title and interest in, to and under the invention that is disclosed in the following patent application ("Patent Application"):

U.S. Patent Application Serial No. 09/218,539, filed December 22, 1998, for
"Compositions and Methods for Generating Monoclonal Antibodies
Representative of a Specific Cell Type";

and WHEREAS, RAVEN BIOTECHNOLOGIES, INC., a Delaware corporation having a place of business at 325 East Middlefield Road, Mountain View, California 94043, is desirous of obtaining the entire right, title and interest in, to and under said invention, and in, to and under all Letters Patent to be obtained therefor;

NOW, THEREFORE, be it known by all whom it may concern;

That for one dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, GENENTECH, INC. does hereby sell, assign, transfer and set over, unto RAVEN BIOTECHNOLOGIES, INC., its successors, legal representatives and assigns, the entire right, title and interest in, to and under said Patent Application, and in, to and under any and all Letters Patents to be granted and issued for said Patent Application or any continuation, division, renewal, or substitute thereof, and as to Letters Patents any reissue or re-examination thereof, not only for, in and to the United States of America, its territories and possessions, but for, in and to

all other countries; and GENENTECH, INC. does hereby authorize and request that the appropriate government agencies issue said Letters Patents to RAVEN BIOTECHNOLOGIES, INC., its successors, legal representatives and assigns, in accordance with the terms of this Assignment.

GENENTECH, INC. hereby covenants and agrees that it has the fully right to convey the right, title, and interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith.

GENENTECH, INC. hereby agrees to sign all lawful papers, make all rightful oaths, and take other reasonable actions necessary for RAVEN BIOTECHNOLOGIES, INC., its successors, legal representatives and assigns to perfect the right, title, and interest herein conveyed.

This Assignment is made and effective this 1st day of March, 1999.

GENENTECH, INC.

By: Sean Johnston

Print Name: Sean A. Johnston

Title: Vice President, Intellectual Property

LICENSE AGREEMENT

This License Agreement (the "Agreement") is entered into and effective as of the 1st day of March, 1999 (the "Effective Date"), by and between Raven Biotechnologies, Inc., a Delaware corporation with its principal place of business at 325 East Middlefield Road, Mountain View, California 94043 ("Raven") and Genentech, Inc., a Delaware corporation with its principal place of business at 1 DNA Way, South San Francisco, California 94080 ("Genentech").

WHEREAS, Genentech is the owner of certain patent rights originating with U.S. patent application serial number 09/218,539 and in connection with the execution of this Agreement, wishes to assign such patent rights to Raven pursuant to an Assignment dated concurrently herewith, a copy of which is attached hereto as Exhibit A; and

WHEREAS Raven, in connection with the Assignment, wishes to grant Genentech a license under the assigned patent rights on the terms set forth herein and Genentech wishes to obtain such license;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Genentech and Raven agree as follows:

1. CERTAIN DEFINITIONS

1.1 "Affiliate" shall mean, with respect to any Party, any other Person that, directly or indirectly, controls, is controlled by or is under common control with, that Party, provided however, that in each case any such other Person shall be considered to be an Affiliate only during the time during which such control exists. For purposes of this definition, a Person shall be regarded as in control (including, with correlative meaning, the terms "controlled by" and

"under common control with") of a Party if it owns, or directly or indirectly controls, at least fifty percent (50%) of the voting stock or other ownership interest of the Party, or if it possesses the power to direct the course or direction of the management and policies of the Party whether through the ownership of voting securities, by contract or otherwise.

1.2 "Licensed Products" shall mean any product, substance, composition of matter, process, or method, whatsoever.

1.3 "Licensed Method" shall mean a method for immunizing a host mammal to produce a population of monoclonal antibodies that bind to antigens representative of a specific cell type that are heterologous to the host mammal including the steps of introducing into the mammal a plurality of viable and intact stem cells of said cell type, wherein the surfaces of the cells are free of serum, which method is covered by a Valid Claim of a patent within the Licensed Patent Rights. "Covered by" means that the practice of the method would infringe a Valid Claim of a patent within the Licensed Patent Rights in the absence of the license granted hereunder.

1.4 "Licensed Patent Rights" shall mean United States patent application serial number 09/218,539 (filed December 22, 1998) and all United States and/or foreign patents which may issue therefrom, as well as all United States and foreign patents that may hereafter issue on applications for patents whose subject matter in whole or in part is entitled to the benefit of the filing date(s) of any such applications or patents, including, without limitation, United States provisional patent applications, continuations, continuations-in-part, divisions, continued prosecution applications, reexaminations, reissues, substitutions, Patent Cooperation Treaty applications, utility models, supplementary protection certificates, renewals and extensions.

1.5 "Licensed Territory" shall mean the entire world.

1.6 "Party" shall mean Genentech or Raven and when used in the plural shall mean both Genentech and Raven.

1.7 "Person" shall mean an individual, corporation, partnership, trust, business trust, association, joint stock company, joint venture, pool, syndicate, sole proprietorship, government authority or any other form of entity not specifically listed herein.

1.8 "Third Party" shall mean any Person other than the Parties to this Agreement and their Affiliates.

1.9 "Valid Claim" shall mean a claim of an issued, unexpired patent within the Licensed Patent Rights which has not been disclaimed or surrendered, and which has not been declared invalid or unenforceable by a patent office or by a court of competent jurisdiction in any unappealed or unappealable decision.

2. GRANT

2.1 Raven hereby grants to Genentech and its Affiliates under the Licensed Patent Rights (i) a fully paid, royalty free, perpetual and irrevocable, non-exclusive right and license, throughout the Licensed Territory, to make, have made, use, sell, offer to sell, and import Licensed Products with the right to grant sublicenses as provided in the following paragraph 2.2, and (ii) a fully paid, royalty free, perpetual and irrevocable, non-exclusive right and license, throughout the Licensed Territory, to use the Licensed Method.

2.2 Genentech shall have the right to grant sublicenses to third parties under the Licensed Patent Rights to make, have made, use, sell, offer to sell, and import Licensed Products without restriction, except that Genentech shall not grant any sublicense to make, have made, use, sell, offer to sell, or import the Licensed Method. Nothing in this paragraph, however, shall be construed to prevent, limit, or impair in any way Genentech's right and license to have Licensed

Products made for Genentech, for example, by Genentech contracting with a Third Party to manufacture Licensed Product for Genentech.

3. PATENT PROSECUTION AND MAINTENANCE

3.1 Raven shall be responsible, at its sole expense and discretion, for the preparation, filing, prosecution, and maintenance of all patent applications and patents within the Licensed Patent Rights.

3.2 Raven shall provide Genentech with copies of all patent office correspondence relating to patent applications and patents within the Licensed Patent Rights (e.g., patent applications, amendments, official actions, responses to official actions, notices, and other papers submitted to or received from a patent office) promptly after each such item of correspondence is submitted to or received from a patent office. Raven agrees to consider in good faith any and all comments that Genentech may provide to Raven relating to such correspondence.

3.3 If Raven decides to abandon or let lapse any patent application or patent within the Licensed Patent Rights, Raven shall notify Genentech of such decision within a reasonable period prior to such abandonment or lapse in order that Genentech may, if it so elects, maintain the patent application or patent at Genentech's sole expense, and in that event Raven shall assign such patent application or patent to Genentech.

4. INFRINGEMENT OF LICENSED PATENT RIGHTS

4.1 Raven shall be solely responsible, in its sole discretion, and at its sole expense, for taking action against any actual or suspected infringement of the Licensed Patent Rights, except that in the case of any patent application or patent that may be assigned to Genentech pursuant to paragraph 3.3 above, then Genentech shall be solely responsible, in its sole discretion, and at its

sole expense, for taking action against any actual or suspected infringement of such patent application or patent.

5. REPRESENTATIONS, WARRANTIES, AND INDEMNITIES

5.1 Raven hereby represents, warrants and covenants to Genentech that:

(a) Raven is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, with full power to carry on its business and activities as now being conducted;

(b) This Agreement has been duly authorized, executed and delivered by Raven and represents its binding obligation, enforceable against it in accordance with its terms and conditions. Raven has the corporate power and authority to enter into this Agreement and to perform its obligations hereunder. No other act, approval or proceeding on the part of Raven is or will be required to authorize the execution and delivery of this Agreement, or the consummation of the transactions contemplated hereby;

(c) The execution and delivery by Raven of this Agreement, and the fulfillment of and compliance by Raven with the terms, conditions and provisions hereof will not, (i) conflict with any of the terms, conditions or provisions of the articles of incorporation or by-laws of Raven, (ii) violate any term, condition or provision of, or require any consent, authorization or approval under, any judicial or arbitration judgment, order, award, writ, injunction or decree applicable to Raven, or (iii) conflict with, result in a breach of, constitute a default under (whether with or without the giving of notice or the lapse of time or both), or accelerate or permit the acceleration of the performance required by, or require any consent, authorization or approval under any document, instrument, agreement or license to which Raven is a party or by which Raven is bound or to which any of the assets or properties of Raven are subject; and

(d) Raven is the sole and exclusive owner of the entire right, title and interest in and to the Licensed Patent Rights and has the lawful right to grant to Genentech and its Affiliates the licenses and rights granted in Article 2 herein.

5.2 Nothing in this Agreement shall be construed as:

- (a) A warranty or representation by either Party as to the validity or scope of any patent within the Licensed Patent Rights; or
- (b) Granting by implication, estoppel, or otherwise any right or license under any other patent applications, patents, or technology other than the right and license herein granted under Licensed Patent Rights.
- (c) A warranty or representation that anything made, used, sold, or otherwise disposed of under any license granted in this Agreement is or will be free from infringement of patents of Third Parties; or
- (d) A requirement that either Party shall file any patent application; or
- (e) An obligation of either Party to bring or prosecute actions or suits against Third Parties for infringement of any patent; or
- (f) conferring a right to use in advertising, publicity, or otherwise any trademark or trade name of either Party.

5.3 THE PARTIES HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PATENT OR OTHER LEGAL RIGHTS.

5.4 Genentech shall indemnify, defend, and hold harmless Raven, its employees, officers, agents, representatives, successors, and assigns against all Third Party claims, demands, actions, liabilities, or costs (including attorneys' fees, expert witness fees, and courts costs), in whatever form (collectively "Claims") resulting from or arising out of the research, development, manufacture, use, sale, offer for sale, or import of any Licensed Products by Genentech and its Affiliates and sublicensees under this Agreement, except to the extent that such Claims are attributable to the gross negligence or intentional wrongdoing of Raven. The foregoing indemnification is conditioned upon Raven (i) promptly notifying Genentech in writing after

Raven receives notice of any such Claim, (ii) permitting Genentech, at its sole expense, to control the defence (including litigation and settlement) of such Claim, and (iii) reasonably cooperating with Genentech in the defence of such Claim.

5.5 Raven shall indemnify, defend, and hold harmless Genentech, its employees, officers, agents, representatives, successors, and assigns against all Third Party claims, demands, actions, liabilities, or costs (including attorneys fees, expert witness fees, and courts costs), in whatever form (collectively "Claims") resulting from or arising out of any research, development, manufacture, use, sale, offer for sale, or import of anything disclosed in or relating to any patent application or patent within the Licensed Patent Rights by Raven or its Affiliates or its Third Party licensees except to the extent that such Claims are attributable to the gross negligence or intentional wrongdoing of Genentech. The foregoing indemnification is conditioned upon Genentech (i) promptly notifying Raven in writing after Genentech receives notice of any such Claim, (ii) permitting Raven, at its sole expense, to control the defence (including litigation and settlement) of such Claim, and (iii) reasonably cooperating with Raven in the defence of such Claim.

6. TERM

6.1 This Agreement shall commence on the Effective Date and continue until the expiration of the last to expire patent within the Licensed Patent Rights or until December 22, 2018, whichever occurs first.

7. NOTICES

7.1 Any notice required or permitted under this Agreement shall be in writing and shall be valid and sufficient if delivered in person or sent by confirmed facsimile transmission, overnight express mail or courier service, or first class, certified or registered mail, to the Party to be

notified at the address stated below. Such notice shall be considered to be effective one business day following its facsimile transmission or its dispatch by overnight express mail or courier service, or the date of actual receipt by the party to be notified if delivered in person or sent by first class, certified or registered mail.

If to Raven:

Raven Biotechnologies, Inc.
325 East Middlefield Road
Mountain View, CA 94043
Attn.: President / CEO
Fax No. (650) 314-0441

If to Genentech:

Genentech, Inc.
1 DNA Way
South San Francisco, CA 94080-4990
Attn: Corporate Secretary
Fax No. (650) 952-9881

8. MISCELLANEOUS PROVISIONS

8.1 The terms and provisions of this Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective successors and assigns. Any Party assigning any of its rights, duties or obligations under this Agreement shall provide thirty (30) days prior written notice thereof to the other Party. Raven shall not assign or transfer the Licensed Patent Rights or grant any security interest, lien, right, license or other encumbrance upon or respecting the Licensed Patent Rights unless such assignment, transfer or grant is made expressly subject to the rights, licenses and other terms and conditions of this Agreement. Each and every successor and

assign to the interests of either Party to this Agreement shall hold such interests subject to the terms, conditions and provisions of this Agreement. For the period ending three years following the Effective Date of this Agreement, Genentech shall not assign or transfer any rights granted by Raven to Genentech under Section 2.1(ii) of this Agreement, whether by contract, operation of law or otherwise, to any Third Party, except with the prior written approval of Raven, which approval shall not be unreasonably withheld.

8.2 Nothing herein shall be construed to place the parties in the relationship of partners or joint venturers or principal and agent, or to create any entity or association, and neither party shall have the power to obligate or bind the other in any manner whatsoever.

8.3 Except as may otherwise be required by applicable laws (including without limitation, securities laws), neither Party shall use the name of the other Party or of any officer, employee, agent or representative of the other Party or any adaptation thereof in any advertising, promotional or sales literature, publicity, or in any public document employed to obtain funds or financing without the prior written permission of the Party or individual whose name is to be used.

8.4 This Agreement (i) constitutes the entire agreement and understanding between the parties with respect to the matters contained herein, and there are no promises, representations, conditions, provisions or terms related thereto other than those set forth in this Agreement, and (ii) supersedes all previous and contemporaneous understandings, agreements and representations between the parties, written or oral relating to the subject matter hereof. The parties hereto may from time to time during the continuance of this Agreement modify, vary, or alter any of the provisions of this Agreement, but only by an instrument duly executed by all parties hereto.

8.5 The failure or delay of either Party to enforce any of its rights under this Agreement shall not be deemed to be a waiver or a modification of its rights under this Agreement, and either Party may, within the time provided by applicable law, commence appropriate legal proceedings to enforce any or all of its rights under this Agreement. Any prior failure or delay by a Party to enforce its rights under this Agreement shall not constitute a defense for the other Party with respect to subsequent breach by the other Party.

8.6 Should any part or provision of this Agreement be held unenforceable or in conflict with the law of any jurisdiction, the validity of the remaining part or provisions shall not be affected by such holdings.

8.7 This Agreement shall be construed, interpreted and applied in accordance with, and governed by the laws of the California, United States of America, without regard to its conflicts of laws provisions.

8.8 The recitals contained in this Agreement and the exhibit attached hereto are hereby incorporated into this Agreement and made a part hereof.

8.9 Article, section and subsection headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect.

8.10 This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts, and by different parties in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same agreement. Each such agreement shall become effective upon the execution of a counterpart hereof or thereof by each of the parties hereto.

8.11 If the performance of this Agreement or any obligation hereunder is prevented, restricted or interfered with by reason of fire or other casualty or accident, strikes or labor disputes, war or other violence, any law, order, proclamation, regulation, ordinance, demand or requirement of any governmental agency, or any other act or condition whatsoever beyond the reasonable control of the parties, the Party whose performance is so affected, upon giving prompt notice to the other Party, shall be excused from such performance or obligation to the extent of such prevention, restriction or interference. However, the Party so affected shall take all reasonable steps to avoid or remove such causes of nonperformance and shall continue performance hereunder with dispatch whenever such causes are removed.

8.12 Each Party shall do, or cause to be done, all such further acts, and shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any and all such further documentation as the other party reasonably requires to carry out the purposes of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date by their respective duly authorized officers.

Raven:

RAVEN BIOTECHNOLOGIES, INC.

By: 

Title: CEO

Genentech:

GENENTECH, INC.

By: 

Title: Vice President, Intellectual Property

"EXHIBIT A"

ASSIGNMENT

WHEREAS, GENENTECH, INC., a Delaware corporation having a place of business at 1 DNA Way, South San Francisco, California 94080-4990, is the assignee of the entire right, title and interest in, to and under the invention that is disclosed in the following patent application ("Patent Application"):

U.S. Patent Application Serial No. 09/218,539, filed December 22, 1998, for
"Compositions and Methods for Generating Monoclonal Antibodies
Representative of a Specific Cell Type";

and WHEREAS, RAVEN BIOTECHNOLOGIES, INC., a Delaware corporation having a place of business at 325 East Middlefield Road, Mountain View, California 94043, is desirous of obtaining the entire right, title and interest in, to and under said invention, and in, to and under all Letters Patent to be obtained therefor;

NOW, THEREFORE, be it known by all whom it may concern;

That for one dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, GENENTECH, INC. does hereby sell, assign, transfer and set over, unto RAVEN BIOTECHNOLOGIES, INC., its successors, legal representatives and assigns, the entire right, title and interest in, to and under said Patent Application, and in, to and under any and all Letters Patents to be granted and issued for said Patent Application or any continuation, division, renewal, or substitute thereof, and as to Letters Patents any reissue or re-examination thereof, not only for, in and to the United States of America, its territories and possessions, but for, in and to

all other countries; and GENENTECH, INC. does hereby authorize and request that the appropriate government agencies issue said Letters Patents to RAVEN BIOTECHNOLOGIES, INC., its successors, legal representatives and assigns, in accordance with the terms of this Assignment.

GENENTECH, INC. hereby covenants and agrees that it has the fully right to convey the right, title, and interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith.

GENENTECH, INC. hereby agrees to sign all lawful papers, make all rightful oaths, and take other reasonable actions necessary for RAVEN BIOTECHNOLOGIES, INC., its successors, legal representatives and assigns to perfect the right, title, and interest herein conveyed.

This Assignment is made and effective this 1st day of March, 1999.

GENENTECH, INC.

By: Sean Johnston

Print Name: Sean A. Johnston

Title: Vice President, Intellectual Property

COPY

PTO/SB/96 (10-92)

CERTIFICATE UNDER 37 C.F.R. § 3.73(b)

Docket No. 415072000100

In the application of: Jennie P. MATHER et al.
Serial No.: 09/218,539
Filed: December 22, 1998
For: COMPOSITIONS AND METHODS FOR GENERATING MONOCLONAL ANTIBODIES
REPRESENTATIVE OF A SPECIFIC CELL TYPE

Genentech, Inc., a Delaware corporation, certifies that it is the assignee of the entire right, title and interest in the patent application identified above by virtue of either:

A. ☐ An assignment from the inventor(s) of the patent application identified above for which a copy thereof is attached.

OR

B. ☒ A chain of title from the inventor(s) of the patent application identified above, to the current assignee as shown below:

1. From : Jennie P. Mather et al.
To: Genentech, Inc.

The document was recorded in the Patent and Trademark Office at Reel , Frame , or for which a copy thereof is attached.

2. From : Genentech, Inc
To: Raven Biotechnologies, Inc.

The document was recorded in the Patent and Trademark Office at Reel , Frame or for which a copy thereof is attached.

3. From :

To: The document was recorded in the Patent and Trademark Office at Reel , Frame , or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

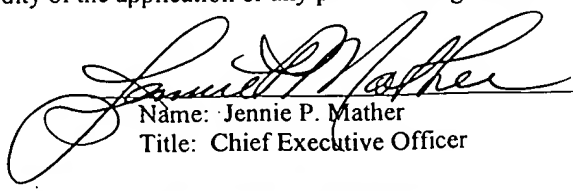
☒ Copies of assignments or other documents in the chain of title are attached.

The undersigned has reviewed all the documents in the chain of title of the patent application identified above and, to the best of undersigned's knowledge and belief, title is in the assignee identified above.

The undersigned (whose title is supplied below) is empowered to sign this certificate on behalf of the assignee.

I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements, and the like so made, are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Dated: May 26, 2000


Name: Jennie P. Mather
Title: Chief Executive Officer

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